

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

FORM 10-Q

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

For the quarterly period ended March 31, 2024
or

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

For the transition period from _____ to _____
Commission File Number: 1-32731

CHIPOTLE MEXICAN GRILL, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

84-1219301
(IRS Employer
Identification No.)

610 Newport Center Drive, Suite 1100 Newport Beach, CA
(Address of Principal Executive Offices)

92660
(Zip Code)

Registrant's telephone number, including area code: (949) 524-4000

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	CMG	New York Stock Exchange

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

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

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

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

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

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

As of April 22, 2024, there were 27,467 shares of the registrant's common stock, par value of \$0.01 per share outstanding.

TABLE OF CONTENTS

<u>PART I</u>		
Item 1	Financial Statements (Unaudited)	1
	Condensed Consolidated Balance Sheets	1
	Condensed Consolidated Statements of Income and Comprehensive Income	2
	Condensed Consolidated Statements of Shareholders' Equity	3
	Condensed Consolidated Statements of Cash Flows	4
	Notes to Condensed Consolidated Financial Statements	5
	Note 1 - Basis of Presentation and Update to Accounting Policies	5
	Note 2 - Recently Issued Accounting Standards	5
	Note 3 - Revenue Recognition	5
	Note 4 - Fair Value Measurements	6
	Note 5 – Equity Investments	8
	Note 6 - Shareholders' Equity	9
	Note 7 - Stock-Based Compensation	9
	Note 8 - Income Taxes	10
	Note 9 - Leases	10
	Note 10 - Earnings Per Share	11
	Note 11 - Commitments and Contingencies	11
	Note 12 - Debt	12
	Note 13 - Related Party Transactions	12
Item 2	Management's Discussion and Analysis of Financial Condition and Results of Operations	13
Item 3	Quantitative and Qualitative Disclosures About Market Risk	19
Item 4	Controls and Procedures	19
<u>PART II</u>		
Item 1	Legal Proceedings	19
Item 1A	Risk Factors	20
Item 2	Unregistered Sales of Equity Securities and Use of Proceeds	20
Item 3	Defaults upon Senior Securities	20
Item 4	Mine Safety Disclosures	20
Item 5	Other Information	20
Item 6	Exhibits	21
	Signatures	22

PART I

ITEM 1. FINANCIAL STATEMENTS

CHIPOTLE MEXICAN GRILL, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share data)

	March 31, 2024 (unaudited)	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 727,394	\$ 560,609
Accounts receivable, net	89,836	115,535
Inventory	37,947	39,309
Prepaid expenses and other current assets	98,118	117,462
Income tax receivable	-	52,960
Investments	692,474	734,838
Total current assets	1,645,769	1,620,713
Leasehold improvements, property and equipment, net	2,202,739	2,170,038
Long-term investments	776,815	564,488
Restricted cash	26,138	25,554
Operating lease assets	3,670,983	3,578,548
Other assets	66,866	63,082
Goodwill	21,939	21,939
Total assets	\$ 8,411,249	\$ 8,044,362
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	\$ 196,866	\$ 197,646
Accrued payroll and benefits	142,425	227,537
Accrued liabilities	171,612	147,688
Unearned revenue	187,317	209,680
Current operating lease liabilities	254,144	248,074
Income tax payable	44,989	-
Total current liabilities	997,353	1,030,625
Commitments and contingencies (Note 11)		
Long-term operating lease liabilities	3,903,353	3,803,551
Deferred income tax liabilities	84,229	89,109
Other liabilities	64,985	58,870
Total liabilities	5,049,920	4,982,155
Shareholders' equity:		
Preferred stock, \$0.01 par value, 600,000 shares authorized, no shares issued as of March 31, 2024 and December 31, 2023, respectively	-	-
Common stock, \$0.01 par value, 230,000 shares authorized, 37,563 and 37,483 shares issued as of March 31, 2024 and December 31, 2023, respectively	376	375
Additional paid-in capital	1,994,950	1,956,160
Treasury stock, at cost, 10,096 and 10,057 common shares as of March 31, 2024 and December 31, 2023, respectively	(5,042,319)	(4,944,656)
Accumulated other comprehensive loss	(7,950)	(6,657)
Retained earnings	6,416,272	6,056,985
Total shareholders' equity	3,361,329	3,062,207
Total liabilities and shareholders' equity	\$ 8,411,249	\$ 8,044,362

See accompanying notes to condensed consolidated financial statements.

CHIPOTLE MEXICAN GRILL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME
(in thousands, except per share data)
(unaudited)

	Three months ended March 31,	
	2024	2023
Food and beverage revenue	\$ 2,684,447	\$ 2,351,009
Delivery service revenue	17,401	17,571
Total revenue	2,701,848	2,368,580
Restaurant operating costs (exclusive of depreciation and amortization shown separately below):		
Food, beverage and packaging	779,076	692,559
Labor	659,450	583,794
Occupancy	135,699	121,931
Other operating costs	385,773	363,206
General and administrative expenses	204,625	148,340
Depreciation and amortization	83,243	76,585
Pre-opening costs	7,211	6,198
Impairment, closure costs, and asset disposals	5,479	8,361
Total operating expenses	2,260,556	2,000,974
Income from operations	441,292	367,606
Interest and other income, net	19,364	8,949
Income before income taxes	460,656	376,555
Provision for income taxes	101,369	84,911
Net income	\$ 359,287	\$ 291,644
Earnings per share:		
Basic	\$ 13.09	\$ 10.56
Diluted	\$ 13.01	\$ 10.50
Weighted-average common shares outstanding:		
Basic	27,444	27,624
Diluted	27,624	27,788
Other comprehensive income/(loss), net of income taxes:		
Foreign currency translation adjustments	\$ (1,293)	\$ 457
Comprehensive income	\$ 357,994	\$ 292,101

See accompanying notes to condensed consolidated financial statements.

CHIPOTLE MEXICAN GRILL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(in thousands)
(unaudited)

	Common Stock			Treasury Stock			Accumulated Other	
	Shares	Amount	Additional Paid-In Capital	Shares	Amount	Retained Earnings	Comprehensive Loss	Total
Balance, December 31, 2022	37,320	\$ 373	\$ 1,829,304	9,693	\$ (4,282,014)	\$ 4,828,248	\$ (7,888)	\$ 2,368,023
Stock-based compensation	-	-	20,670	-	-	-	-	20,670
Stock plan transactions and other	99	1	(291)	-	-	-	-	(290)
Acquisition of treasury stock	-	-	-	125	(198,819)	-	-	(198,819)
Net income	-	-	-	-	-	291,644	-	291,644
Other comprehensive income/(loss), net of income taxes	-	-	-	-	-	-	457	457
Balance, March 31, 2023	<u>37,419</u>	<u>\$ 374</u>	<u>\$ 1,849,683</u>	<u>9,818</u>	<u>\$ (4,480,833)</u>	<u>\$ 5,119,892</u>	<u>\$ (7,431)</u>	<u>\$ 2,481,685</u>
Balance, December 31, 2023	37,483	\$ 375	\$ 1,956,160	10,057	\$ (4,944,656)	\$ 6,056,985	\$ (6,657)	\$ 3,062,207
Stock-based compensation	-	-	36,681	-	-	-	-	36,681
Stock plan transactions and other	80	1	2,109	-	-	-	-	2,110
Acquisition of treasury stock	-	-	-	39	(97,663)	-	-	(97,663)
Net income	-	-	-	-	-	359,287	-	359,287
Other comprehensive income/(loss), net of income taxes	-	-	-	-	-	-	(1,293)	(1,293)
Balance, March 31, 2024	<u>37,563</u>	<u>\$ 376</u>	<u>\$ 1,994,950</u>	<u>10,096</u>	<u>\$ (5,042,319)</u>	<u>\$ 6,416,272</u>	<u>\$ (7,950)</u>	<u>\$ 3,361,329</u>

See accompanying notes to condensed consolidated financial statements.

CHIPOTLE MEXICAN GRILL, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Three months ended March 31,	
	2024	2023
Operating activities		
Net income	\$ 359,287	\$ 291,644
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	83,243	76,585
Deferred income tax provision	(4,890)	(486)
Impairment, closure costs, and asset disposals	4,209	8,152
Provision for credit losses	(412)	500
Stock-based compensation expense	36,003	20,084
Other	835	(2,810)
Changes in operating assets and liabilities:		
Accounts receivable	26,146	39,659
Inventory	1,331	1,086
Prepaid expenses and other current assets	16,291	(14,569)
Operating lease assets	64,797	59,135
Other assets	1,561	3,277
Accounts payable	12,588	(2,732)
Accrued payroll and benefits	(85,289)	(53,428)
Accrued liabilities	25,322	17,009
Unearned revenue	(19,358)	(22,653)
Income tax payable/receivable	97,960	85,400
Operating lease liabilities	(51,537)	(51,584)
Other long-term liabilities	1,147	767
Net cash provided by operating activities	569,234	455,036
Investing activities		
Purchases of leasehold improvements, property and equipment	(132,703)	(120,369)
Purchases of investments	(366,798)	(214,819)
Maturities of investments	198,462	99,639
Net cash used in investing activities	(301,039)	(235,549)
Financing activities		
Acquisition of treasury stock	(27,005)	(126,709)
Tax withholding on stock-based compensation awards	(72,654)	(67,185)
Other financing activities	(415)	11
Net cash used in financing activities	(100,074)	(193,883)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(752)	290
Net change in cash, cash equivalents, and restricted cash	167,369	25,894
Cash, cash equivalents, and restricted cash at beginning of period	586,163	408,966
Cash, cash equivalents, and restricted cash at end of period	\$ 753,532	\$ 434,860
Supplemental disclosures of cash flow information		
Income taxes paid (refunded)	\$ 7,859	\$ (245)
Purchases of leasehold improvements, property and equipment accrued in accounts payable and accrued liabilities	\$ 64,207	\$ 63,745
Acquisition of treasury stock accrued in accounts payable and accrued liabilities	\$ 3,646	\$ 9,422

See accompanying notes to condensed consolidated financial statements.

CHIPOTLE MEXICAN GRILL, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(dollar and share amounts in thousands, unless otherwise specified)
(unaudited)

1. Basis of Presentation and Update to Accounting Policies

In this quarterly report on Form 10-Q, Chipotle Mexican Grill, Inc., a Delaware corporation, together with its subsidiaries, is collectively referred to as "Chipotle," "we," "us," or "our."

We develop and operate restaurants that serve a relevant menu of burritos, burrito bowls, quesadillas, tacos, and salads, made using fresh, high-quality ingredients. As of March 31, 2024, we operated 3,479 restaurants including 3,411 Chipotle restaurants within the United States and 68 international Chipotle restaurants. We manage our U.S. operations based on nine regions and aggregate our operations to one reportable segment.

We have prepared the accompanying unaudited condensed consolidated financial statements in accordance with U.S. generally accepted accounting principles for interim financial statements and pursuant to the rules and regulations of the Securities and Exchange Commission. In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments consisting of normal recurring adjustments necessary for a fair presentation of our financial position and results of operations. Interim results of operations are not necessarily indicative of the results that may be achieved for the full year. The financial statements and related notes do not include all information and footnotes required by U.S. generally accepted accounting principles for annual reports. This quarterly report should be read in conjunction with the consolidated financial statements, footnotes and management's discussion and analysis included in our annual report on Form 10-K for the year ended December 31, 2023.

2. Recently Issued Accounting Standards

In November 2023, the FASB issued ASU No. 2023-07, "Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosure." The ASU updates reportable segment disclosure requirements, primarily through requiring enhanced disclosures about significant segment expenses and information used to assess segment performance. The ASU is effective for fiscal years beginning after December 15, 2023, with early adoption permitted. We are currently evaluating the impact of adopting this ASU on our disclosures.

In December 2023, the FASB issued ASU No. 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures." The ASU includes amendments requiring enhanced income tax disclosures, primarily related to standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. The guidance is effective for fiscal years beginning after December 15, 2024, with early adoption permitted, and should be applied either prospectively or retrospectively. We are currently evaluating the impact of adopting this ASU on our disclosures.

We reviewed all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact to the condensed consolidated financial statements.

3. Revenue Recognition

Gift Cards

We sell gift cards, which do not have expiration dates, and we do not deduct non-usage fees from outstanding gift card balances. Gift card balances are initially recorded as unearned revenue. We recognize revenue from gift cards when the gift card is redeemed by the customer. Historically, the majority of gift cards are redeemed within one year. In addition, a portion of gift cards are not expected to be redeemed and will be recognized as breakage over time in proportion to gift card redemptions ("gift card breakage rate"). The gift card breakage rate is based on company and program specific information, including historical redemption patterns, and expected remittance to government agencies under unclaimed property laws, if applicable. We evaluate our gift card breakage rate estimate annually, or more frequently as circumstances warrant, and apply that rate to gift card redemptions. Gift card liability balances are typically highest at the end of each calendar year following increased gift card sales during the holiday season; accordingly, revenue recognized from gift card liability balances is highest in the first quarter of each calendar year.

The gift card liability included in unearned revenue on the condensed consolidated balance sheets was as follows:

	March 31, 2024	December 31, 2023
Gift card liability	\$ 139,993	\$ 164,930

Revenue recognized from the redemption of gift cards that was included in unearned revenue at the beginning of the year was as follows:

	Three months ended March 31,	
	2024	2023
Revenue recognized from gift card liability balance at the beginning of the year	\$ 44,812	\$ 38,878

Chipotle Rewards

We have a loyalty program called Chipotle Rewards. Customers who enroll in the program generally earn points for every dollar spent. We may also periodically offer promotions, which typically provide the customer with the opportunity to earn bonus points or other rewards. Customers may redeem earned points for various rewards, which are primarily comprised of free food and beverage items. Earned rewards generally expire one month to two months after they are issued, and points generally expire if an account is inactive for a period of six months.

We defer revenue associated with the estimated selling price of points or rewards earned by customers as each point or reward is earned, net of points or rewards we do not expect to be redeemed. The estimated selling price of each point or reward earned is based on the estimated value of the product for which the reward is expected to be redeemed. Our estimate of points and rewards we expect to be redeemed is based on historical and other company specific data. The costs associated with rewards redeemed are primarily included in food, beverage, and packaging on our condensed consolidated statements of income and comprehensive income. We evaluate Chipotle Rewards point breakage annually, or more frequently as circumstances warrant.

We recognize revenue associated with Chipotle Rewards within food and beverage revenue on the condensed consolidated statements of income and comprehensive income when a customer redeems an earned reward. Deferred revenue associated with Chipotle Rewards is included in unearned revenue on our condensed consolidated balance sheets.

Changes in our Chipotle Rewards liability included in unearned revenue on the condensed consolidated balance sheets were as follows:

	Three months ended March 31,	
	2024	2023
Chipotle Rewards liability, beginning balance	\$ 44,750	\$ 38,057
Revenue deferred	39,005	31,057
Revenue recognized	(36,431)	(29,900)
Chipotle Rewards liability, ending balance	<u>\$ 47,324</u>	<u>\$ 39,214</u>

4. Fair Value Measurements

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The carrying value of our cash and cash equivalents, restricted cash, accounts receivable and accounts payable approximate fair value because of their short-term nature.

Our held-to-maturity investments are comprised of U.S. Treasury securities and corporate debt securities, which are held at amortized cost. We also have investments in convertible notes receivable which are held at fair-value. Additionally, we maintain a deferred compensation plan with related assets held in a rabbi trust.

The following tables show our cash, cash equivalents, and debt investments by significant investment category as of March 31, 2024 and December 31, 2023:

March 31, 2024							
	Adjusted cost	Unrealized Gains	Unrealized Losses	Fair Value	Cash and Cash Equivalents	Current Investments	Long-term Investments
Cash	\$ 158,314	\$ -	\$ -	\$ 158,314	\$ 158,314	\$ -	\$ -
Level 1 ⁽¹⁾							
Money market funds	492,228	-	-	492,228	492,228	-	-
Time deposits	76,852	-	-	76,852	76,852	-	-
U.S. Treasury securities	1,357,606	639	4,041	1,354,204	-	691,274	666,332
Corporate debt securities	34,469	-	168	34,301	-	-	34,469
Subtotal	1,961,155	639	4,209	1,957,585	569,080	691,274	700,801
Level 3							
Corporate debt security ⁽²⁾	17,201	275	-	17,476	-	1,200	16,001
Notes receivable ⁽³⁾	12,001	1,289	141	13,149	-	-	13,149
Subtotal	29,202	1,564	141	30,625	-	1,200	29,150
Total	\$ 2,148,671	\$ 2,203	\$ 4,350	\$ 2,146,524	\$ 727,394	\$ 692,474	\$ 729,951

December 31, 2023							
	Adjusted cost	Unrealized Gains	Unrealized Losses	Fair Value	Cash and Cash Equivalents	Current Investments	Long-term Investments
Cash	\$ 128,458	\$ -	\$ -	\$ 128,458	\$ 128,458	\$ -	\$ -
Level 1 ⁽¹⁾							
Money market funds	355,872	-	-	355,872	355,872	-	-
Time deposits	76,279	-	-	76,279	76,279	-	-
U.S. Treasury securities	1,200,658	4,352	4,083	1,200,927	-	731,339	469,319
Corporate debt securities	19,755	13	7	19,761	-	-	19,755
Subtotal	1,652,564	4,365	4,090	1,652,839	432,151	731,339	489,074
Level 3							
Corporate debt security ⁽²⁾	17,401	-	27	17,374	-	999	16,402
Notes receivable ⁽³⁾	14,500	1,289	141	15,648	-	2,500	13,148
Subtotal	31,901	1,289	168	33,022	-	3,499	29,550
Total	\$ 1,812,923	\$ 5,654	\$ 4,258	\$ 1,814,319	\$ 560,609	\$ 734,838	\$ 518,624

⁽¹⁾Level 1: Quoted prices in active markets for identical assets or liabilities that the entity has the ability to access.

⁽²⁾The fair value of the corporate debt security is measured using Level 3 (unobservable) inputs. We determined the fair value for the corporate debt security using an internally-developed valuation model and unobservable inputs include credit and liquidity spreads and effective maturity.

⁽³⁾We have elected to measure our investment in convertible notes receivable of private companies at fair value under the fair value option. The fair value of the notes receivable are measured using Level 3 (unobservable) inputs. We determined the fair value for the notes receivable using an internally-developed valuation model and unobservable inputs include estimates of the equity value of the underlying business and the timing and probability of future financing events.

Rabbi Trust

We have elected to fund certain deferred compensation plan obligations through a rabbi trust, the assets of which are designated as trading securities. The rabbi trust is subject to creditor claims in the event of insolvency, but the assets held in the rabbi trust are not available for general corporate purposes. Amounts in the rabbi trust are invested in mutual funds, consistent with the investment choices selected by participants in their Deferred Plan accounts, which are designated as trading securities, carried at fair value and are included in other assets on the condensed consolidated balance sheets. We record trading gains and losses, along with the offsetting amount related to the increase or decrease in deferred compensation to reflect our exposure to liabilities for payment under the deferred plan in general and administrative expenses on the condensed consolidated statements of income and comprehensive income.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

Assets recognized or disclosed at fair value on the condensed consolidated financial statements on a nonrecurring basis include items such as leasehold improvements, property and equipment, certain long-term investments, operating lease assets, other assets, and goodwill. These assets are measured at fair value whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable or if there has been an observable price change of a non-marketable equity security.

During the three months ended March 31, 2024 and 2023, nonrecurring fair value measurements resulting in asset impairments were not material.

5. Equity Investments

The following table summarizes our equity investments as of March 31, 2024, and December 31, 2023:

	March 31, 2024	December 31, 2023
Equity method investments	\$ 8,376	\$ 8,896
Other investments	46,864	45,864
Total	<u>\$ 55,240</u>	<u>\$ 54,760</u>

Equity Method Investments

As of March 31, 2024, we owned 4,325 shares of common stock of Tractor Beverages, Inc. ("Tractor"). Our investment represents ownership of approximately 10.2% of Tractor, and we have invested total cash consideration of \$ 10,000. As we are a significant customer of Tractor and maintain board representation, we are accounting for our investment under the equity method. There were no impairment charges for the three months ended March 31, 2024 or 2023, associated with this equity method investment. The investment in common stock is included within other assets on the condensed consolidated balance sheets with a carrying value of \$8,376 and \$8,896 as of March 31, 2024 and December 31, 2023, respectively. Refer to [Note 13. "Related Party Transactions"](#) for related party disclosures.

Other Investments

As of March 31, 2024, we hold warrants (the "Tractor Warrants") to purchase 2,162 shares of common stock of Tractor. Tractor is a privately held company, and as such, the Tractor Warrants represent non-marketable equity securities. The investment is included within long-term investments on the condensed consolidated balance sheets with a carrying value of \$8,675 as of March 31, 2024 and December 31, 2023, respectively.

As of March 31, 2024, we owned 766 shares of the Series C Preferred Stock of Nuro, Inc. ("Nuro"). Our investment represents a minority interest and we have determined that we do not have significant influence over Nuro. Nuro is a privately held company, and as such, the preferred shares comprising our investment are illiquid and fair value is not readily determinable. As of March 31, 2024, we have recognized a cumulative gain of \$5,968 related to our investment in Nuro due to observable transactions in prior periods. The investment is included within long-term investments on the condensed consolidated balance sheets with a carrying value of \$15,968 as of March 31, 2024 and December 31, 2023, respectively.

As of March 31, 2024, we held additional investments in other entities through the Cultivate Next Fund. These additional investments are included within long-term investments on the condensed consolidated balance sheets with a carrying value of \$22,221 and \$21,221 as of March 31, 2024 and December 31, 2023, respectively.

6. Shareholders' Equity

We have had a stock repurchase program in place since 2008. As of March 31, 2024, we had \$ 399,098 authorized for repurchasing shares of our common stock. Shares we repurchased are being held in treasury stock until they are reissued or retired at the discretion of our Board of Directors.

During the three months ended March 31, 2024, 28 shares of common stock at a total cost of \$ 72,654 were netted and surrendered as payment for minimum statutory withholding obligations in connection with the vesting of outstanding stock awards. During the three months ended March 31, 2023, 40 shares of common stock at a total cost of \$ 67,185 were netted and surrendered as payment for minimum statutory withholding obligations in connection with the vesting of outstanding stock awards. Shares surrendered by the participants in accordance with the applicable award agreements and plan are deemed repurchased by us but are not part of publicly announced share repurchase programs.

7. Stock-Based Compensation

Pursuant to the 2022 Stock Incentive Plan, we grant stock-only stock appreciation rights ("SOSARs"), restricted stock units ("RSUs"), and performance stock units ("PSUs") to employees and non-employee directors. SOSARs and RSUs generally vest in two equal installments on the second and third anniversary of the grant date. PSUs are subject to service, market and performance vesting conditions, and the quantity of shares that vest will range from 0% to 300% of the targeted number of shares.

Total stock-based compensation expense was as follows:

	Three months ended March 31,	
	2024	2023
Stock-based compensation	\$ 36,681	\$ 20,670
Stock-based compensation, net of income taxes	\$ 31,286	\$ 16,696
Total capitalized stock-based compensation included in leasehold improvements, property and equipment, net on the condensed consolidated balance sheets	\$ 678	\$ 586
Excess tax benefit on stock-based compensation recognized in provision for income taxes on the condensed consolidated statements of income and comprehensive income	\$ 13,255	\$ 10,162

SOSARs

A summary of SOSAR award activity was as follows (in thousands, except per share data):

	Shares	Weighted-Average Exercise Price per Share	Weighted-Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
Outstanding, January 1, 2024	295	\$ 1,302.60		\$ 290,156
Granted	46	2,638.35		
Exercised	(34)	1,102.31		
Forfeited	(3)	1,662.64		
Outstanding, March 31, 2024	304	1,526.40	4.65	419,723
Exercisable, March 31, 2024	142	1,090.16	3.21	257,430
Vested and expected to vest, March 31, 2024	287	1,500.90	4.57	403,335

RSUs

A summary of RSU award activity was as follows (in thousands, except per share data):

	Shares	Weighted-Average Grant Date Fair Value per Share
Outstanding, January 1, 2024	60	\$ 1,604.25
Granted	23	2,638.35
Vested	(17)	1,538.11
Forfeited	(2)	1,743.95
Outstanding, March 31, 2024	64	1,984.14
Vested and expected to vest, March 31, 2024	52	1,961.14

PSUs

A summary of PSU award activity was as follows (in thousands, except per share data):

	Shares	Weighted-Average Grant Date Fair Value per Share
Outstanding, January 1, 2024	56	\$ 1,562.14
Granted	17	2,638.35
Vested	(15)	1,479.55
Forfeited	(1)	1,594.08
Outstanding, March 31, 2024	57	1,906.32
Vested and expected to vest, March 31, 2024*	89	1,783.72

*The vested and expected to vest total above represents outstanding base PSUs, adjusted for expected payout amounts in line with current and future estimated performance levels.

8. Income Taxes

The effective income tax rate for the three months ended March 31, 2024, was 22.0%, a decrease from an effective income tax rate of 22.5% for the three months ended March 31, 2023. The decrease is primarily due to an increase in tax benefits related to option exercises and equity vesting.

9. Leases

The majority of our operating leases consist of restaurant locations and office space. We determine if a contract contains a lease at inception. Our leases generally have remaining terms of 1-20 years and most include options to extend the leases for additional 5-year periods. Generally, the lease term is the minimum of the non-cancelable period of the lease or the lease term inclusive of reasonably certain renewal periods up to a term of 20 years.

Supplemental disclosures of cash flow information related to leases were as follows:

	Three months ended March 31,	
	2024	2023
Cash paid for operating lease liabilities	\$ 113,496	\$ 102,487
Operating lease assets obtained in exchange for operating lease liabilities	\$ 157,806	\$ 90,654
Derecognition of operating lease assets due to terminations or impairment	\$ 1,425	\$ 1,223

10. Earnings Per Share

The following table sets forth the computations of basic and diluted earnings per share (in thousands, except per share data):

	Three months ended March 31,	
	2024	2023
Net income	\$ 359,287	\$ 291,644
Shares:		
Weighted-average number of common shares outstanding (for basic calculation)	27,444	27,624
Dilutive stock awards	180	164
Weighted-average number of common shares outstanding (for diluted calculation)	27,624	27,788
Basic earnings per share	\$ 13.09	\$ 10.56
Diluted earnings per share	\$ 13.01	\$ 10.50

The following stock awards were excluded from the calculation of diluted earnings per share:

	Three months ended March 31,	
	2024	2023
Stock awards subject to performance conditions	49	48
Stock awards that were antidilutive	49	153
Total stock awards excluded from diluted earnings per share	98	201

11. Commitments and Contingencies

Purchase Obligations

We enter into various purchase obligations in the ordinary course of business, generally of a short-term nature. Those that are binding primarily relate to commitments for food purchases and supplies, capital projects, corporate assets, information technology, marketing initiatives and corporate sponsorships, and other miscellaneous items.

Litigation

We are involved in various claims and legal actions, such as wage and hour, wrongful termination and other employment-related claims, slip and fall and other personal injury claims, advertising and consumer claims, privacy claims, and lease, construction and other commercial disputes, that arise in the ordinary course of business, some of which may be covered by insurance. The outcomes of these actions are not predictable, but we do not believe that the ultimate resolution of any pending or threatened actions of these types will have a material adverse effect on our financial position, results of operations, liquidity, or capital resources. However, if there is a significant increase in the number of these claims, or if we incur greater liabilities than we currently anticipate under one or more claims, it could materially and adversely affect our business, financial condition, results of operations and cash flows.

Accrual for Estimated Liability

In relation to various legal matters, we had an accrued legal liability balance of \$ 21,587 and \$7,640 included within accrued liabilities on the condensed consolidated balance sheets as of March 31, 2024 and December 31, 2023, respectively.

12. Debt

As of March 31, 2024, we had a \$ 500,000 revolving credit facility with JPMorgan Chase Bank ("JPMorgan") as administrative agent. Borrowings on the credit facility bear interest at a rate equal to the Secured Overnight Financing Rate ("SOFR") plus 1.475%, which is subject to increase due to changes in our total leverage ratio as defined in the credit agreement. We are also obligated to pay a commitment fee of 0.175% per year for unused amounts under the credit facility, which also may increase due to changes in our total leverage ratio. Further, we are subject to certain covenants defined in the credit agreement, which include maintaining a total leverage ratio of less than 3.0x, maintaining a consolidated fixed charge coverage ratio of greater than 1.5x, and limiting us from incurring additional indebtedness in certain circumstances. We had no outstanding borrowings under the credit facility and were in compliance with all covenants as of March 31, 2024 and December 31, 2023, respectively.

13. Related Party Transactions

As of March 31, 2024, we owned approximately 10.2% of the common stock outstanding of Tractor. As we are a significant customer of Tractor and maintain board representation, we are accounting for our investment under the equity method. Accordingly, we have identified Tractor as a related party. We purchase product from the supplier for sale to customers in our restaurants. During the three months ended March 31, 2024 and 2023, purchases from the supplier were \$11,554 and \$9,228, respectively.

We are an investor in Vebu Inc. ("Vebu"), a developer of restaurant automation technology. As we are a significant customer of Vebu and maintain board representation, we have determined that we maintain significant influence over Vebu. During the three months ended March 31, 2024 and 2023, purchases from Vebu were \$0 and \$248, respectively.

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

Cautionary Note Regarding Forward-Looking Statements

Certain statements in this report are forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995, including statements about the number of new restaurants we expect to open and the number with Chipotlanes, our expectation to generate positive cash flow for the foreseeable future, our ability to manage risks in our supply chain, our plans for continuing stock buybacks and the period of time during which our cash and short-term investment will fund our operations. We use words such as "anticipate", "believe", "could", "should", "may", "approximately", "estimate", "expect", "intend", "project", "target", and similar terms and phrases, including references to assumptions, to identify forward-looking statements. The forward-looking statements in this report are based on currently available operating, financial and competitive information available to us as of the date of this filing and we assume no obligation to update these forward-looking statements. These statements are subject to risks and uncertainties that could cause actual results to differ materially from those described in the statements, including but not limited to: increasing wage inflation, including as a result of regulations such as California AB 1228, and the competitive labor market, which impacts our ability to attract and retain qualified employees and has resulted in occasional staffing shortages; the impact of any union organizing efforts and our responses to such efforts; increasing supply costs; risks of food safety incidents and food-borne illnesses; risks associated with our reliance on certain information technology systems and potential material failures or interruptions; privacy and cyber security risks, including risk of breaches, unauthorized access, theft, modification or destruction of guest or employee personal or confidential information stored on our network or the network of third party providers; the impact of competition, including from sources outside the restaurant industry; the financial impact of increasing our average hourly wages; the impact of federal, state or local government regulations relating to our employees, employment practices, restaurant design and construction, and the sale of food or alcoholic beverages; our ability to achieve our planned growth, such as the costs and availability of suitable new restaurant sites, construction materials and contractors; the expected costs and risks related to our international expansion through franchise restaurants in the Middle East; increases in ingredient and other operating costs due to inflation, global conflicts, climate change, our Food with Integrity philosophy, tariffs or trade restrictions; intermittent supply shortages relating to our Food with Integrity philosophy, rapid expansion and supply industry challenges; the uncertainty of our ability to achieve expected levels of comparable restaurant sales due to factors such as changes in consumers' perceptions of our brand, including as a result of actual or rumored food safety concerns or other negative publicity, decreased consumer spending (including as a result of higher inflation, mass layoffs, fear of possible recession and higher energy prices), or the inability to increase menu prices or realize the benefits of menu price increases; risks associated with our digital business, including risks arising from our reliance on third party delivery services; risks relating to litigation, including possible governmental actions and potential class action litigation related to food safety incidents, cybersecurity incidents, employment or privacy laws, advertising claims or other matters; and other risk factors described from time to time in our SEC reports, including our Annual Report on Form 10-K for the year ended December 31, 2023, and in other reports filed with the SEC, all of which are available on the investor relations page of our website at ir.Chipotle.com.

As of March 31, 2024, we operated 3,411 Chipotle restaurants throughout the United States and 68 international Chipotle restaurants. We manage our U.S. operations based on nine regions and aggregate our operations to one reportable segment.

Throughout "Management's Discussion and Analysis of Financial Condition and Results of Operations" we commonly discuss the following key operating metrics which we believe will drive our financial results and long-term growth model. We believe these metrics are useful to investors because management uses these metrics to assess the growth of our business and the effectiveness of our marketing and operational strategies:

- Comparable restaurant sales
- Restaurant operating costs as a percentage of total revenue
- New restaurant openings

First Quarter 2024 Financial Highlights, year-over-year:

- Total revenue increased 14.1% to \$2.7 billion
- Comparable restaurant sales increased 7.0%
- Diluted earnings per share was \$13.01, a 23.9% increase from \$10.50, which includes a \$0.36 after-tax impact from an increase in legal reserves.

Sales Trends. Comparable restaurant sales increased 7.0% for the three months ended March 31, 2024. The increase is primarily attributable to higher transactions and, to a lesser extent, an increase in average check. Comparable restaurant sales represent the change in period-over-period total revenue for restaurants in operation for at least 13 full calendar months. Digital sales represented 36.5% of total food and beverage revenue.

Restaurant Operating Costs. During the three months ended March 31, 2024, our restaurant operating costs (food, beverage and packaging; labor; occupancy; and other operating costs) were 72.5% of total revenue, a decrease from 74.4% during the three months ended March 31, 2023. The decrease was driven by the benefit of sales leverage, partially offset by wage inflation and, to a lesser extent, inflation across several food costs.

Restaurant Development. During the three months ended March 31, 2024, we opened 47 new restaurants, which included 43 restaurants with a Chipotle. We are on track to open approximately 285-315 new restaurants in 2024. We expect that at least 80% of our new restaurants will include a Chipotle.

Cultivate Next Fund. Our Cultivate Next Fund is a venture formed to make early-stage investments into strategically aligned companies that further our mission to Cultivate a Better World. The Fund has a size of \$100.0 million, which is financed almost entirely by Chipotle. As of March 31, 2024, we have made \$34.0 million in investments through this Fund.

Restaurant Activity

The following table details restaurant unit data for the periods indicated.

	Three months ended March 31,	
	2024	2023
Beginning of period	3,437	3,187
Chipotle openings	47	40
Non-Chipotle openings	-	1
Chipotle permanent closures	(3)	-
Chipotle relocations	(2)	(4)
Total restaurants at end of period	3,479	3,224

Results of Operations

Our results of operations as a percentage of total revenue and period-over-period change are discussed in the following section.

Revenue

	Three months ended March 31,		Percentage change
	2024	2023	
	(dollars in millions)		
Food and beverage revenue	\$ 2,684.4	\$ 2,351.0	14.2 %
Delivery service revenue	17.4	17.6	(1.0 %)
Total revenue	\$ 2,701.8	\$ 2,368.6	14.1 %
Average restaurant sales ⁽¹⁾	\$ 3.082	\$ 2.892	6.6 %
Comparable restaurant sales increase	7.0%	10.9%	
Transactions	5.4%	4.1%	
Average check	1.6%	6.8%	
Menu price increase	2.7%	10.1%	
Check mix	(1.1 %)	(3.3 %)	

⁽¹⁾ Average restaurant sales refer to the average trailing 12-month food and beverage sales for restaurants in operation for at least 12 full calendar months.

The following is a summary of the change in restaurant sales for the period indicated:

	Three months ended (dollars in millions)
For the period ending March 31, 2023	\$ 2,368.6
Change from:	
Comparable restaurant sales	155.7
Restaurant not yet in comparable base opened in 2024	13.5
Restaurant not yet in comparable base opened in 2023	164.9
Other	(0.9)
For the period ending March 31, 2024	\$ 2,701.8

Food, Beverage and Packaging Costs

	Three months ended March 31, (dollars in millions)		Percentage change
	2024	2023	
Food, beverage and packaging	\$ 779.1	\$ 692.6	12.5 %
As a percentage of total revenue	28.8 %	29.2 %	(0.4 %)

Food, beverage and packaging costs decreased 0.4% as a percentage of total revenue for the three months ended March 31, 2024 compared to the three months ended March 31, 2023, including a 0.9% benefit from menu price increases in the prior year. This benefit was partially offset by inflation across several ingredient costs, primarily beef and produce, and higher incidence of beef from a Braised Beef Barbacoa marketing initiative.

Labor Costs

	Three months ended March 31, (dollars in millions)		Percentage change
	2024	2023	
Labor costs	\$ 659.5	\$ 583.8	13.0 %
As a percentage of total revenue	24.4 %	24.6 %	(0.2 %)

Labor costs decreased 0.2% as a percentage of total revenue for the three months ended March 31, 2024 compared to the three months ended March 31, 2023, including 1.1% from sales leverage, partially offset by 0.6% due to restaurant wage inflation and, to a lesser extent, increased performance-based compensation.

In April 2024, the minimum wage for restaurants like Chipotle in California increased to \$20 per hour, resulting in a nearly 20% increase of our labor costs in California. Subsequently, we increased menu prices by 6 to 7% in our California restaurants to mitigate our increased costs in dollar terms.

Occupancy Costs

	Three months ended March 31,		Percentage change
	2024	2023	
	(dollars in millions)		
Occupancy costs	\$ 135.7	\$ 121.9	11.3 %
As a percentage of total revenue	5.0 %	5.1 %	(0.1 %)

Occupancy costs decreased 0.1% as a percentage of total revenue for the three months ended March 31, 2024 compared to the three months ended March 31, 2023, respectively, primarily due to sales leverage, partially offset by increased occupancy expense associated with existing restaurants.

Other Operating Costs

	Three months ended March 31,		Percentage change
	2024	2023	
	(dollars in millions)		
Other operating costs	\$ 385.8	\$ 363.2	6.2 %
As a percentage of total revenue	14.3 %	15.3 %	(1.0 %)

Other operating costs decreased 1.0% as a percentage of total revenue for the three months ended March 31, 2024 compared to the three months ended March 31, 2023, including 0.6% of sales leverage, 0.2% of lower delivery expenses and 0.2% of lower advertisement and marketing promotions expense.

General and Administrative Expenses

	Three months ended March 31,		Percentage change
	2024	2023	
	(dollars in millions)		
General and administrative expenses	\$ 204.6	\$ 148.3	37.9 %
As a percentage of total revenue	7.6 %	6.3 %	1.3 %

Following is a summary of the change in general and administrative expense for the period indicated:

	Three months ended
	(dollars in millions)
For the period ending March 31, 2023	\$ 148.3
Change from:	
Conferences, primarily biennial All Managers' Conference	18.5
Stock-based compensation, primarily performance-based awards	15.1
Legal contingencies	13.4
Outside services related to corporate initiatives	4.1
Wages	3.0
Other	2.2
For the period ending March 31, 2024	\$ 204.6

Depreciation and Amortization

	Three months ended March 31,		Percentage change
	2024	2023	
	(dollars in millions)		
Depreciation and amortization	\$ 83.2	\$ 76.6	8.7 %
As a percentage of total revenue	3.1 %	3.2 %	(0.1 %)

Depreciation and amortization decreased 0.1% as a percentage of total revenue for the three months ended March 31, 2024 compared to the three months ended March 31, 2023, primarily due to sales leverage, partially offset by increased depreciation expense associated with new restaurants.

Interest and Other Income, Net

	Three months ended March 31,		Percentage change
	2024	2023	
	(dollars in millions)		
Interest and other income, net	\$ 19.4	\$ 8.9	116.4 %
As a percentage of total revenue	0.7 %	0.4 %	0.3 %

Interest and other income, net increased in dollar terms for the three months ended March 31, 2024 compared to the three months ended March 31, 2023, primarily due to increased interest income on our investments in U.S. Treasury securities, money market funds and time deposits due to a higher average investment balance and higher interest rates.

Provision for Income Taxes

	Three months ended March 31,		Percentage change
	2024	2023	
	(dollars in millions)		
Provision for income taxes	\$ 101.4	\$ 84.9	19.4 %
Effective income tax rate	22.0 %	22.5 %	n/m*

* Not meaningful

The effective income tax rate decreased 0.5% for the three months ended March 31, 2024 compared to the three months ended March 31, 2023, primarily due to an increase in tax benefits from option exercises and equity vesting.

Seasonality

Seasonal factors cause our profitability to fluctuate from quarter to quarter. Historically, our average daily restaurant sales and net income are lower in the first and fourth quarters due, in part, to the holiday season and because fewer people eat out during periods of inclement weather (the winter months) than during periods of mild or warm weather (the spring, summer and fall months). Other factors also have a seasonal effect on our results. For example, restaurants located near colleges and universities generally do more business during the academic year. Seasonal factors, however, might be moderated or outweighed by other factors that may influence our quarterly results, such as unexpected publicity impacting our business in a positive or negative way, worldwide health pandemics, impact of inflation on consumer spending, fluctuations in food or packaging costs, or the timing of menu price increases or promotional activities and other marketing initiatives. The number of trading days in a quarter can also affect our results, although, on an overall annual basis, changes in trading days do not have a significant impact.

Our quarterly results are also affected by other factors such as the amount and timing of non-cash stock-based compensation expense and related tax rate impacts, litigation, settlement costs and related legal expenses, impairment charges and non-operating costs, timing of marketing or promotional expenses, the number and timing of new restaurants opened in a quarter, and closure of restaurants. New restaurants typically have higher operating costs following opening because of the expenses associated with their opening and operating inefficiencies in the months immediately following opening. Accordingly, results for a particular quarter are not necessarily indicative of results to be expected for any other quarter or for any year.

Liquidity and Capital Resources

Cash and Investments

As of March 31, 2024, we had a cash and marketable investments balance of \$2.1 billion, non-marketable investments of \$76.0 million and \$26.1 million of restricted cash. After funding the current operations in our restaurants and support centers, the first planned use of our cash flow from operations is to provide capital for the continued investment in new restaurant construction. In addition to continuing to invest in our restaurant expansion, we expect to utilize cash flow from operations to: repurchase additional shares of our common stock subject to market conditions; invest in, maintain, and refurbish our existing restaurants; and for general corporate purposes. As of March 31, 2024, \$399.1 million remained available for repurchases of shares of our common stock. Under the remaining repurchase authorizations, shares may be purchased from time to time in open market transactions, subject to market conditions.

Borrowing Capacity

As of March 31, 2024, we had \$500.0 million of undrawn borrowing capacity under a line of credit facility.

Use of Cash

We believe that cash from operations, together with our cash and investment balances, will be sufficient to meet ongoing capital expenditures, working capital requirements and other cash needs for the foreseeable future. Assuming no significant declines in comparable restaurant sales, we expect we will generate positive cash flow for the foreseeable future.

We have not required significant working capital because customers generally pay using cash or credit and debit cards and because our operations do not require significant receivables, nor do they require significant inventories due, in part, to our use of various fresh ingredients. In addition, we generally have the right to pay for the purchase of food, beverages and supplies sometime after the receipt of those items, generally within ten days, thereby reducing the need for incremental working capital to support our growth.

Cash Flows

Cash provided by operating activities was \$569.2 million for the three months ended March 31, 2024, compared to \$455.0 million for the three months ended March 31, 2023. The increase was primarily due to higher net earnings and, to a lesser extent, net cash changes in operating assets and liabilities.

Cash used in investing activities was \$301.0 million for the three months ended March 31, 2024, compared to \$235.5 million for the three months ended March 31, 2023. The change was primarily associated with a \$53.2 million increase in investment purchases net of investment maturities.

Cash used in financing activities was \$100.1 million for the three months ended March 31, 2024, compared to \$193.9 million for the three months ended March 31, 2023. The change was primarily due to decreased treasury stock repurchases of \$99.7 million.

Critical Accounting Estimates

Critical accounting estimates are those that we believe are both significant and that require us to make difficult, subjective or complex judgments, often because we need to estimate the effect of inherently uncertain matters. We base our estimates and judgments on historical experiences and various other factors that we believe to be appropriate under the circumstances. Actual results may differ from these estimates, and we might obtain different estimates if we used different assumptions or factors. We had no significant changes to our critical accounting estimates as described in our annual report on Form 10-K for the year ended December 31, 2023.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Commodity Price Risks

We are exposed to commodity price risks. Many of the ingredients we use to prepare our food, as well as our packaging materials and utilities to run our restaurants, are ingredients or commodities that are affected by the price of other commodities, exchange rates, foreign demand, weather, seasonality, production, availability and other factors outside our control. We work closely with our suppliers and use a mix of forward pricing protocols under which we agree with our supplier on fixed prices for deliveries at some time in the future, fixed pricing protocols under which we agree on a fixed price with our supplier for the duration of that protocol, formula pricing protocols under which the prices we pay are based on a specified formula related to the prices of the goods, such as spot prices or based on changes in industry indices, and range forward protocols under which we agree on a price range for the duration of that protocol. Generally, our pricing protocols with suppliers can remain in effect for periods ranging from one to 24 months, depending on the outlook for prices of the particular ingredient. In some cases, we have minimum purchase obligations. We have tried to increase, where practical, the number of suppliers for our ingredients, which we believe can help mitigate pricing volatility, and we follow industry news, trade issues, exchange rates, foreign demand, weather, crises and other world events that may affect our ingredient prices. Increases in ingredient prices could adversely affect our results if we choose for competitive or other reasons not to increase menu prices at the same rate at which ingredient costs increase, or if menu price increases result in customer resistance. We also could experience shortages of key ingredients for many unforeseen reasons, such as crop damage due to inclement weather, if our suppliers need to close or restrict operations, or due to industry-wide shipping and freight delays.

Changing Interest Rates

We are exposed to interest rate risk through fluctuations of interest rates on our investments. As of March 31, 2024, we had \$2.2 billion in cash and cash equivalents, current and long-term investments, and restricted cash, of which the substantial majority are interest bearing. Changes in interest rates affect the interest income we earn, and therefore impact our cash flows and results of operations.

Foreign Currency Exchange Risk

A portion of our operations consist of activities outside of the U.S. and we have currency risk on the transactions in other currencies and translation adjustments resulting from the conversion of our international financial results into the U.S. dollar. However, a substantial majority of our operations and investment activities are transacted in the U.S., and therefore our foreign currency risk is not material at this date.

ITEM 4. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) that are designed to ensure that information required to be disclosed in Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial and Administrative Officer, as appropriate, to allow timely decisions regarding required disclosure.

Evaluation of Disclosure Controls and Procedures

As of March 31, 2024, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial and Administrative Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on the foregoing, our Chief Executive Officer and Chief Financial and Administrative Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

Changes in Internal Control over Financial Reporting

There were no changes during the fiscal quarter ended March 31, 2024, in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

PART II

ITEM 1. LEGAL PROCEEDINGS

For information regarding legal proceedings, see [Note 11. "Commitments and Contingencies"](#) in our condensed consolidated financial statements included in Item 1. "Financial Statements."

ITEM 1A. RISK FACTORS

There have been no material changes from the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Purchases of Equity Securities by the Issuer

The table below reflects shares of common stock we repurchased during the first quarter of 2024.

	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽¹⁾	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
January	9,270	\$ 2,272.43	9,270	\$ 403,041,527
<i>Purchased 1/1 through 1/31</i>				
February	1,509	\$ 2,613.41	1,509	\$ 399,097,896
<i>Purchased 2/1 through 2/29</i>				
March	-	\$ -	-	\$ 399,097,896
<i>Purchased 3/1 through 3/31</i>				
Total	10,779	\$ 2,320.16	10,779	

(1) Shares were repurchased pursuant to repurchase programs announced on October 26, 2023.

(2) There is no expiration date for this program. The authorization to repurchase shares will end when we have repurchased the maximum amount of shares authorized, or we have determined to discontinue such repurchases.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Adoption or Termination of 10b5-1 Trading Plans

During the quarter ended March 31, 2024, no director or officer adopted, modified, or terminated any Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement, as such terms are defined in Item 408(a) of Regulation S-K.

ITEM 6. EXHIBITS
EXHIBIT INDEX

Exhibit Number	Exhibit Description	Description of Exhibit Incorporated Herein by Reference				
		Form	File No.	Filing Date	Exhibit Number	Filed Herewith
10.1†	Form of 2024 Restricted Stock Unit Agreement	-	-	-	-	X
10.2†	Form of 2024 Performance Share Unit Agreement	-	-	-	-	X
10.3†	Form on 2024 Stock Appreciation Rights Agreement	-	-	-	-	X
10.4†	Form of 2024 Option Agreement (Canada)	-	-	-	-	X
31.1	Certification of Chief Executive Officer of Chipotle Mexican Grill, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	-	-	-	-	X
31.2	Certificate of Chief Financial and Administrative Officer of Chipotle Mexican Grill, Inc. pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	-	-	-	-	X
32.1	Certification of Chief Executive Officer and Chief Financial and Administrative Officer of Chipotle Mexican Grill, Inc. pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	-	-	-	-	X
101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document)	-	-	-	-	X
101.SCH	Inline XBRL Taxonomy Extension Schema Document	-	-	-	-	X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	-	-	-	-	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	-	-	-	-	X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	-	-	-	-	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	-	-	-	-	X
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)	-	-	-	-	X

†- Management contracts and compensatory plans or arrangements required to be filed as exhibits.

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 thereunto duly authorized.

CHIPOTLE MEXICAN GRILL, INC.

By: /s/ JOHN R. HARTUNG
Name: John R. Hartung
Title: Chief Financial and Administrative Officer
(principal financial
officer and duly authorized signatory for the
registrant)

Date: April 25, 2024

**FORM OF CHIPOTLE MEXICAN GRILL, INC.
2024 RESTRICTED STOCK UNIT AGREEMENT**

Name of Participant:

No. of RSUs:

**Vesting Dates: 2nd Anniversary of Grant Date
3rd Anniversary of Grant Date**

This Restricted Stock Unit Agreement, including Appendix A attached hereto (this "Agreement"), dated as of the Grant Date stated above, is delivered by Chipotle Mexican Grill, Inc., a Delaware corporation (the "Company"), to the Participant named above (the "Participant" or "you").

Recitals

WHEREAS, the Company is awarding you restricted stock units ("RSUs") representing the right to receive shares of Common Stock of the Company (the "Shares") on the terms and conditions provided below and pursuant to the Chipotle Mexican Grill, Inc. 2022 Stock Incentive Plan (the "Plan"). This Agreement and the RSUs granted hereunder are expressly subject to all of the terms, definitions and provisions of the Plan. Except as expressly indicated herein, defined terms used in this Agreement have the meanings set forth in the Plan.

WHEREAS, the Compensation Committee (the "Committee") of the Company's Board of Directors (the "Board") has approved this award of RSUs (the "Award").

Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Award. The Company hereby grants to you the Award with respect to the number of RSUs set forth above, pursuant to which you shall be eligible to receive a number of equivalent Shares, subject to your fulfillment of the vesting and other conditions set forth in this Agreement. The Award may only be settled in Shares.

2. Vesting.

(a) Regular Vesting. Except as otherwise provided in the Plan or in this Section 2, your RSUs will vest 50% on the 2nd anniversary of the Grant Date and the remaining 50% on the 3rd anniversary of the Grant Date, subject to your continued employment or service with the Company through the applicable vesting date. The period of time prior to the full vesting of the Award shall be referred to herein as the "Vesting Period."

(b) Termination of Employment

(i) Unless otherwise determined by the Committee, or except as provided in an agreement between you and the Company, in the event of your death, termination by the Company due to Disability or Retirement (each as defined below) prior to the expiration of the Vesting Period, you shall vest in the RSUs as follows:

(A) In the event of your Retirement prior to the one-year anniversary of the Grant Date, you shall continue to vest in a pro rata portion of the RSUs for the remainder of the Vesting Period. The pro rata portion shall be determined by multiplying the total number of RSUs subject to this Award, without proration, by a fraction, the numerator of which is the number of days from the Grant Date through your Retirement, and the denominator of which is 365.

(B) In the event of your Retirement on or after the one-year anniversary of the Grant Date, you shall continue to vest in the RSUs, without proration, for the remainder of the Vesting Period.

(C) In the event of your death or termination by the Company due to Disability, the total number of RSUs subject to this Award, without proration, shall become vested on the date of your death or termination by the Company due to Disability.

For purposes of this Agreement: "Disability" means your medically-diagnosed, permanent physical or mental inability to perform your duties as an employee of the Company; "Retirement" means that you have a combined Age and Years of Service (each as defined below) of at least 70 and you have done all of the following (w) given the Company at least six (6) months prior written notice of your Retirement; (x) signed and delivered to the Company an agreement providing for such restrictive covenants, as may be determined from time to time by the Committee, based on individual facts and circumstances, to be reasonably necessary to protect the Company's interests, with such restrictive covenants continuing for a period of two (2) years after such Retirement (or, indefinitely, in the case of confidentiality and similar restrictive covenants), (y) signed and delivered to the Company, within 21 days of the date of your employment termination (or such later time as required under applicable law) a general release agreement of claims against the Company and its affiliates in a form reasonably acceptable to the Company, which is not later revoked, and (z) voluntarily terminated your employment with the Company. The term "Age" means (as of a particular date of determination), your age on that date in whole years and any fractions thereof; and "Years of Service" means the number of years and fractions thereof during the period beginning on your most recent commencement of employment with the Company and ending on the date your employment with the Company terminated. Your refusal to fulfill any of the conditions set forth in (w), (x), (y) or (z) above, your breach of any agreement entered into pursuant to (x) or (y) above, or if, after your Retirement, facts and circumstances are discovered that would have justified your termination for Cause (as

defined below) if you were still employed by the Company, shall constitute a waiver by you of the benefits attributable to Retirement under this Agreement.

(ii) The RSUs will automatically and immediately vest in full if (A) you experience a Qualifying Termination or (B) upon a Change in Control if this Award is not assumed or continued by the surviving or acquiring corporation in such Change in Control (as determined by the Board or Committee, with appropriate adjustments to the number and kind of shares, in each case, that preserve the value of the Award and other material terms and conditions of this Award as in effect immediately prior to the Change in Control).

For purposes of this Agreement and notwithstanding anything in the Plan to the contrary for purposes of determining whether a "Qualifying Termination" has occurred during the two-year period following a Change in Control: (A) "Cause" means, unless otherwise provided in an effective employment agreement or other written agreement with respect to the termination of your employment with the Company, the termination of your employment with the Company on account of: (u) your failure to substantially perform your duties (other than as a result of physical or mental illness or injury); (w) your willful misconduct or gross negligence which is materially injurious to the Company or results in reputational harm to the Company; (x) a breach by you of your fiduciary duty or duty of loyalty to the Company; (y) your commission of any felony or other serious crime involving moral turpitude; or (z) your material violation of Company policies or agreements between you and the Company and (B) "Good Reason" means, unless otherwise provided in an effective employment agreement or other written agreement with respect to the termination of your employment with the Company, the termination of your employment with the Company on account of: (x) a material diminution your duties and responsibilities other than a change in your duties and responsibilities that results from becoming part of a larger organization following a Change in Control, (y) a material decrease in your base salary or bonus opportunity other than a decrease in bonus opportunity that applies to all employees of the Company otherwise eligible to participate in the applicable bonus plan, or (z) a relocation of your primary work location more than 30 miles from your work location on the Grant Date, without your prior written consent; provided that, within thirty days following the occurrence of any of the Good Reason events set forth herein, you shall have delivered written notice to the Company of your intention to terminate your employment for Good Reason, which notice specifies in reasonable detail the circumstances claimed to give rise to your right to terminate employment for Good Reason, and the Company shall not have cured such circumstances within thirty days following the Company's receipt of such notice.

(c) Forfeiture of Unvested RSUs. If your employment terminates prior to the expiration of the Vesting Period for any reason other than death, termination by the Company due to Disability, Retirement or a Qualifying Termination, any unvested RSUs will be forfeited and canceled as of the date of such employment termination, unless (i) the Committee determines otherwise, or (ii) a different treatment is provided in a written agreement between you and the

Company, or (iii) if you are an “executive officer” of the Company within the meaning of Rule 3b-7 under the Securities Exchange Act of 1934, as amended, a different treatment is provided in any Company severance plan covering executive officers, as such plan is then in effect. Notwithstanding anything to the contrary in this Section 2, your rights with respect to the RSUs, whether vested or unvested, shall in all events be immediately forfeited and canceled as of the date of your termination of employment for Cause (as defined above).

3. Distribution Upon Vesting. Subject to Section 18, as soon as practicable (but no later than sixty (60) days) after the vesting of the RSUs, the Company shall issue or deliver, subject to the conditions of this Agreement, the Shares for the vested RSUs to you; provided, however, that (i) in the event of vesting of the Award in connection with a Retirement, then Shares shall be distributed to you in accordance with the regular vesting schedule set forth in Section 2(a), (ii) in the event the Award constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Code) because you would satisfy the Age and Service requirements for Retirement during the Vesting Period or otherwise and the vesting of the Award is in connection with a termination by the Company due to Disability or a Qualifying Termination following a Change in Control that does not constitute a “change in control event” (within the meaning of Section 409A of the Code), then the Shares shall be distributed to you in accordance with the regular vesting schedule set forth in Section 2(a) to the extent required to comply with Section 409A and (iii) in the event of a Change in Control in which Award is not effectively assumed pursuant to Section 2(b)(ii) and such Change in Control is not a “change in control event” (within the meaning of Section 409A of the Code) or settlement upon such Change in Control would otherwise be prohibited under Section 409A of the Code, then the Shares shall be distributed to you in accordance with the regular vesting schedule set forth in Section 2(a) to the extent required to comply with Section 409A of the Code or, if earlier, upon your death or termination of employment if permitted under Section 409A of the Code. Such issuance or delivery of Shares shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance or delivery, except as otherwise provided in Section 6. Prior to the issuance to you of the Shares subject to the Award, you shall have no direct or secured claim in any specific assets of the Company or in such Shares and will have the status of a general unsecured creditor of the Company.

4. No Shareholder Rights. Neither you nor any person claiming under or through you shall have rights as a holder of Shares (e.g., you have no right to vote or receive dividends) with respect to the RSUs granted hereunder unless and until such RSUs have been settled in Shares that have been registered in your name as owner. You shall have no beneficial interest or ownership in the vested Shares until the issue or delivery of those vested Shares to you.

5. Dividend Equivalents. During the Vesting Period, you shall accumulate dividend equivalents with respect to the RSUs, which dividend equivalents shall be paid in cash (without interest) to you only if and when the applicable RSUs vest and become payable. Dividend equivalents shall equal the dividends, if any, actually paid with respect to Shares during the Vesting Period while (and to the extent) the RSUs remain outstanding and unpaid. In the event

you forfeit the RSUs, you also shall immediately forfeit any dividend equivalents held by the Company that are attributable to the Shares underlying such forfeited RSUs.

6. Tax Withholding. As a condition precedent to the issuance of Shares following the vesting of the Shares, you shall, upon request by the Company, pay to the Company such amount as the Company determines is required, under all applicable federal, state, local or other laws or regulations, to be withheld and paid over as income or other withholding taxes (the "Required Tax Payments") with respect to such vesting of the Shares. If you shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to you. Notwithstanding the foregoing, your obligation to advance the Required Tax Payments shall be satisfied by the Company withholding whole Shares that would otherwise be delivered to you upon vesting of the Shares having an aggregate fair market value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Required Tax Payments; however, if you submit a written request to the Company at least ten (10) days in advance of the Vesting Date, the Company may agree, in its discretion, to permit you to satisfy your obligation to advance the Required Tax Payments by a check or cash payment to the Company. Shares shall be withheld based on the applicable statutory minimum tax rate; however, if you submit a written request to the Company at least ten (10) days in advance of the Vesting Date, the Company (or, in the case of an individual subject to Section 16 of the Securities Exchange Act of 1934, as amended, the Committee) may agree, in its discretion, to withhold shares based on a higher tax rate permitted by applicable withholding rules and accounting rules without resulting in variable accounting treatment. No Share or certificate representing a Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

7. Tax Indemnification. Notwithstanding the provisions of Section 6 above, you agree to indemnify the Company and each affiliate, and hold the Company and each affiliate harmless against and from any and all liability for any taxes or payments in respect of taxes (including social security and national insurance contributions, to the extent permitted by applicable law), arising as a result of, in connection with or in respect of the grant of the Award, vesting of the Award and/or the delivery of the Shares pursuant to this Agreement.

8. Repayment; Right of Set-Off You agree and acknowledge that this Agreement is subject the Company's Executive Compensation Recoupment Policy and any other "clawback," recoupment or set-off policies in effect on the Grant Date or that the Committee thereafter may adopt. If the Company determines, in its sole discretion, that you have engaged in misconduct that constitutes "Cause" as defined in the Plan, you agree that any unvested portion of the Award shall be immediately forfeited as of the date the Company determines that you engaged in such misconduct. The foregoing shall not be the Company's exclusive remedies, which may also include injunctive relief and damages, as applicable. In addition, you agree that in the event the Company, in its reasonable judgment, determines that you owe the Company any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to the Company pursuant to the Company's policies with respect to travel and business expenses, and if you have not satisfied such obligation, then the Company may instruct the plan administrator to

withhold and/or sell Shares acquired by you upon settlement of the Award, or the Company may deduct funds equal to the amount of such obligation from other funds due to you from the Company.

9. Adjustment of RSUs. The number of RSUs subject to this Award will automatically be adjusted in accordance with Section 9 of the Plan to prevent accretion, or to protect against dilution, in the event of a change to the Common Stock resulting from a recapitalization, stock split, consolidation, spin-off, reorganization, or liquidation or other similar transactions.

10. Non-Transferability of Award. Unless the Committee specifically determines otherwise, the RSUs may not be transferred by you other than by will or the laws of descent and distribution. Except to the extent permitted by the foregoing sentence, the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all rights hereunder shall immediately become null and void.

11. No Right to Continued Employment or Service The granting of the Award shall not be construed as granting to you any right to continue your employment or service with the Company.

12. Amendment of this Award. This Award or the terms of this Agreement may be amended by the Board or the Committee at any time (a) if the Board or the Committee determines, in its reasonable discretion, that amendment is necessary or appropriate to conform the Award to, or otherwise satisfy, any legal requirement (including without limitation the provisions of Section 409A of the Code), which amendments may be made retroactively or prospectively and without your approval or consent to the extent permitted by applicable law; provided that, such amendment shall not materially and adversely affect your rights hereunder; or (b) with your consent.

13. Electronic Delivery and Acceptance. You hereby consent and agree to electronic delivery of any Plan documents, proxy materials, annual reports and other related documents. You also hereby consent to any and all procedures that the Company has established or may establish for an electronic signature system for delivery and acceptance of Plan documents (including documents relating to any programs adopted under the Plan), and agree your electronic signature is the same as, and shall have the same force and effect as, your manual signature. You consent and agree that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan, including any program adopted under the Plan.

14. Governing Plan Document. The Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated

and adopted pursuant to the Plan. In the event of any conflict between the provisions of the Award or this Agreement and those of the Plan, the provisions of the Plan shall control.

15. Governing Law. The validity, construction, interpretation and effect of this Agreement shall exclusively be governed by and determined in accordance with the laws of the State of Delaware, without giving effect to conflict of law rules or principles.

16. Entire Agreement. This Agreement and the Plan constitute the entire understanding and agreement between the Company and the Participant with respect to the subject matter contained herein and supersedes any prior agreements, understandings, restrictions, representations, or warranties between the Company and the Participant with respect to such subject matter other than those as set forth or provided for herein.

17. No Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

18. Saving Clause. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

19. Compliance with Section 409A of the Code This Award is intended to be exempt from or comply with Section 409A of the Code, and shall be interpreted and construed accordingly, and each payment hereunder shall be considered a separate payment. To the extent this Agreement provides for the Award to become vested and be settled upon the Holder's termination of employment, the applicable shares of Stock shall be transferred to you or your beneficiary upon your "separation from service," within the meaning of Section 409A of the Code; provided that if you are a "specified employee," within the meaning of Section 409A of the Code, then to the extent the Award constitutes nonqualified deferred compensation, within the meaning of Section 409A of the Code, such Shares shall be transferred to you or your beneficiary upon the earlier to occur of (i) the six-month anniversary of such separation from service and (ii) the date of your death.

20. Local Law Requirements. Appendix A forms part of the Agreement and contains additional terms and conditions that will apply to you if you reside outside of the United States, are a citizen of a jurisdiction other than the United States or are otherwise subject to tax in jurisdiction outside the United States.

CHIPOTLE MEXICAN GRILL, INC.

By: /s/ Ilene Eskenazi
Chief Human Resources Officer

Appendix A to 2023 Restricted Stock Unit Agreement
Country-Specific Addenda

1. This Addendum includes additional country-specific notices, disclaimers, and/or terms and conditions that apply to individuals who are working or residing in the countries listed below and that may be material to your participation in the Plan. However, because foreign exchange regulations and other local laws are subject to frequent change, you are advised to seek advice from his or her own personal legal and tax advisor prior to accepting an Award.

2. If you are a citizen or resident of a country, or otherwise subject to tax in another country other than the one in which you are currently working and/or residing, transfers to another country after the date of grant of the Award, or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to you.

3. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your acceptance of the Award or participation in the Plan.

4. Unless otherwise noted below, capitalized terms shall have the same meaning assigned to them under the Plan and this Agreement. This Addendum forms part of the Agreement and should be read in conjunction with the Agreement and the Plan.

Canada

1. Application. This Addendum shall apply to you if (a) you are employed in, resident in, a citizen of, or otherwise subject to tax in Canada; or (b) in circumstances where the Company, in exercising its discretion in accordance with paragraph 2 of the Country-Specific Addendum, determines this Addendum shall apply to you.

2. Use of Information. For the purposes of managing and administering the arrangements under this Agreement, the Company may share basic information such as information concerning your eligibility, grants, settlement or vesting in accordance with this Agreement with and between affiliates. The Company may also share this information with service providers that may assist in administering the arrangements under this Agreement, as well as with relevant government authorities.

France

1. Application. This Addendum shall apply to you if (a) you are employed in, resident in, a citizen of, or otherwise subject to tax in France; or (b) in circumstances where the Company, in exercising its discretion in accordance with paragraph 2 of the Country-Specific Addendum, determines this Addendum shall apply to you.

2. Language Consent. By accepting the Plan, you confirm that you have read and understood the documents relating to this grant (the Plan and any agreement, including this Addendum) which were provided in English language. You accept the terms of those documents accordingly.

United Kingdom

1. Application. This Addendum shall apply to you if (a) you are employed in, resident in, a citizen of, or otherwise subject to tax in the United Kingdom; or (b) in circumstances where the Company, in exercising its discretion in accordance with paragraph 2 of the Country-Specific Addendum, determines this Addendum shall apply to you.

2. Recovery of Tax. In the event that you have failed to make arrangements under Section 6 of this Agreement for the amount so indemnified under Section 7 of this Agreement, you shall pay to the Company or subsidiary, as relevant, (or such other affiliate, as the case may be) the balance of any Required Tax Payments then due in cash promptly on written demand and in any event within 60 days from the date on which any relevant amount indemnified under Section 7 of this Agreement is due to be accounted for to the applicable tax authority, failing which you shall also be liable to account to the Company or any subsidiary for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of ITEPA.

**FORM OF CHIPOTLE MEXICAN GRILL, INC.
2024 PERFORMANCE SHARE AGREEMENT**

Name of Participant:

**Target Number of
Performance Shares:**

Performance Period: January 1, 2024 – December 31, 2026

Vesting Date: Date of the Performance Certification (as defined below)

This Performance Share Agreement, including the appendices attached hereto (this "Agreement"), dated as of the Grant Date stated above, is delivered by Chipotle Mexican Grill, Inc., a Delaware corporation (the "Company"), to the Participant named above (the "Participant" or "you").

Recitals

WHEREAS, the Company is awarding you performance shares ("Performance Shares") representing the right to receive shares of Common Stock of the Company (the "Shares") on the terms and conditions provided below and pursuant to the Chipotle Mexican Grill, Inc. 2022 Stock Incentive Plan (the "Plan"). This Agreement and the Performance Shares granted hereunder are expressly subject to all of the terms, definitions and provisions of the Plan. Except as expressly indicated herein, defined terms used in this Agreement have the meanings set forth in the Plan.

WHEREAS, the Compensation Committee (the "Committee") of the Company's Board of Directors (the "Board") has approved this award of Performance Shares (the "Award").

Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Performance Shares. The Company hereby grants to you the Award with respect to the target number of Performance Shares set forth above, pursuant to which you shall be eligible to receive a number of equivalent Shares for each Performance Share that vests, subject to your fulfillment of the vesting and other conditions set forth in this Agreement, including Appendix A hereto, including both:

(a) Certification by the Committee of the extent to which the Performance Goals set forth on Appendix A have been achieved (the "Performance Certification"), if at all, and the satisfaction or occurrence of any additional conditions to vesting set forth on Appendix A, with such Performance Certification occurring on February 15, 2027, which follows the conclusion of the Performance Period; and

(b) Your continuous employment with the Company (subject to the provisions of Section 2) from the Grant Date through the date of Performance Certification (the "Vesting Date").

2. Effect of Termination of Employment and Change in Control.

(a) Termination of Employment Due to Death, Disability or Retirement Unless otherwise determined by the Committee, or except as provided in an agreement between you and your Employer, if your employment terminates by reason your death, termination by the Company due to Disability, or Retirement (each as defined below) prior to the Vesting Date, you shall vest in the Performance Shares as follows:

(i) In the event of your Retirement prior to the one-year anniversary of the Grant Date, you shall become vested on the Vesting Date in a pro rata portion of the Performance Shares, determined by multiplying the total number of Performance Shares determined based on actual achievement during the Performance Period of the Performance Goals set forth on Appendix A by a fraction, the numerator of which is the number of days from the Grant Date through your Retirement and the denominator of which is 365.

(ii) In the event of your Retirement on or after the one-year anniversary of the Grant Date, the total number of Performance Shares determined based on actual achievement during the Performance Period of the Performance Goals set forth on Appendix A, without proration, shall become vested on the Vesting Date.

(iii) In the event of your death or termination by the Company due to Disability at any time after the Grant Date, the total number of Performance Shares determined based on actual achievement during the Performance Period of the Performance Goals set forth on Appendix A, without proration, shall become vested on the Vesting Date.

For purposes of this Agreement: "Disability" means your medically-diagnosed, permanent physical or mental inability to perform your duties as an employee of the Company; "Retirement" means that you have a combined Age and Years of Service (each as defined below) of at least 70 and you have done all of the following (w) given the Company at least six (6) months prior written notice of your Retirement; (x) signed and delivered to the Company an agreement providing for such restrictive covenants, as may be determined from time to time by the Committee, based on individual facts and circumstances, to be reasonably necessary to protect the Company's interests, with such restrictive covenants continuing for a period of two (2) years after such Retirement (or, indefinitely, in the case of confidentiality and similar restrictive covenants), (y) signed and delivered to the Company, within 21 days of the date of your employment termination (or such later time as required under applicable law) a general release agreement of claims against the Company and its affiliates in a form reasonably acceptable to the Company, which is not later revoked, and (z) voluntarily terminated your employment with the Company. The term "Age" means (as of a particular date of

determination), your age on that date in whole years and any fractions thereof; and Years of Service” means the number of years and fractions thereof during the period beginning on your most recent commencement of employment with the Company and ending on the date your employment with the Company terminated. Your refusal to fulfill any of the conditions set forth in (w), (x), (y) or (z) above, your breach of any agreement entered into pursuant to (x) or (y) above, or if, after your Retirement, facts and circumstances are discovered that would have justified your termination for Cause (as defined below) if you were still employed by the Company, shall constitute a waiver by you of the benefits attributable to Retirement under this Agreement.

(b) Forfeiture of Performance Shares. If your employment terminates prior to the expiration of the Vesting Period for any reason other than death, termination by the Company due to Disability, Retirement or a Qualifying Termination (as described in Section 2(c) below), all Performance Shares subject to this Award shall be forfeited and canceled as of the date of such employment termination, unless (i) the Committee determines otherwise, or (ii) a different treatment is provided in a written agreement between you and the Company, or (iii) if you are an “executive officer” of the Company within the meaning of Rule 3b-7 under the Securities Exchange Act of 1934, as amended, a different treatment is provided in any Company severance plan covering executive officers, as such plan is then in effect. Notwithstanding anything to the contrary in this Section 2, your rights with respect to Performance Shares subject to this Award shall in all events be immediately forfeited and canceled as of the date of your termination of employment for Cause (as defined above).

(c) Effect of a Change in Control

(i) Satisfaction of Performance Goals. In the event of a Change in Control prior to the end of a Performance Period, the Performance Period shall end as of the date of the Change in Control and the Performance Goals shall be deemed to have been satisfied at the greater of (A) 100% of the target level, with the potential payout pro-rated based on the time elapsed in the Performance Period through the date of the Change in Control and (B) the actual level of achievement of the Performance Goals set forth in Appendix A as of the date of the Change in Control, as determined by the Committee, as constituted immediately prior to the Change in Control, without proration.

(ii) Settlement of Award Not Assumed. In the event of a Change in Control prior to the end of a Performance Period pursuant to which the Award is not assumed or continued by the surviving or acquiring corporation in such Change in Control (as determined by the Board or Committee, with appropriate adjustments to the number and kind of shares, in each case, that preserve the value of the Award and other material terms and conditions of this Award as in effect immediately prior to the Change in Control), the Performance Shares shall vest as of the date of the Change in Control, based on the performance level determined in accordance with clause (i) above and shall be settled within 60 days following the Change in Control; provided, however, if the Performance Shares are “nonqualified deferred compensation” within the meaning of Section 409A of the Code and the Change in Control is not a “change in control event” within the meaning of Section 409A of the Code or the settlement upon such Change in Control would

otherwise be prohibited under Section 409A of the Code, then the Performance Shares shall be settled at the time specified in Section 3.

(iii) Settlement of Award Assumed. In the event of a Change in Control prior to the end of a Performance Period pursuant to which this Award is assumed or continued by the surviving or acquiring corporation in such Change in Control (as determined by the Board or Committee, with appropriate adjustments to the number and kind of shares, in each case, that preserve the value of the Award and other material terms and conditions of this Award as in effect immediately prior to the Change in Control) and either (A) you remain continuously and actively employed by the Company through the end of such Performance Period, (B) you experience a Qualifying Termination or your employment terminates due to death, termination by the Company due to Disability or Retirement following such Change in Control, then in any such case, the Performance Shares shall vest based on the performance level determined in accordance with clause (i) above and shall be settled within 60 days following the earlier to occur of (x) the end of the Performance Period and (y) the date of your death or such termination of employment.

For purposes of this Agreement and notwithstanding anything in the Plan to the contrary for purposes of determining whether a "Qualifying Termination" has occurred during the two-year period following a Change in Control: (A) "Cause" means, unless otherwise provided in an effective employment agreement or other written agreement with respect to the termination of your employment with the Company, the termination of your employment with the Company on account of: (u) your failure to substantially perform your duties (other than as a result of physical or mental illness or injury); (w) your willful misconduct or gross negligence which is materially injurious to the Company or results in reputational harm to the Company; (x) a breach by you of your fiduciary duty or duty of loyalty to the Company; (y) your commission of any felony or other serious crime involving moral turpitude; or (z) your material violation of Company policies or agreements between you and the Company and (B) "Good Reason" means, unless otherwise provided in an effective employment agreement or other written agreement with respect to the termination of your employment with the Company, the termination of your employment with the Company on account of: (x) a material diminution of your duties and responsibilities other than a change in your duties and responsibilities that results from becoming part of a larger organization following a Change in Control, (y) a material decrease in your base salary or bonus opportunity other than a decrease in bonus opportunity that applies to all employees of the Company otherwise eligible to participate in the applicable bonus plan, or (z) a relocation of your primary work location more than 30 miles from your work location on the Grant Date, without your prior written consent; provided that, within thirty days following the occurrence of any of the Good Reason events set forth herein, you shall have delivered written notice to the Company of your intention to terminate your employment for Good Reason, which notice specifies in reasonable detail the circumstances claimed to give rise to your right to terminate employment for Good Reason, and the Company shall not have cured such circumstances within thirty days following the Company's receipt of such notice.

3. Distribution Upon Vesting. Subject to Sections 2 and 18, as soon as practicable following the expiration of the Performance Period (but no later than March 15th following the expiration of the Performance Period), the Company shall issue or deliver, subject to the conditions of this Agreement, the Shares for the vested Performance Shares to you. The Award may only be settled in Shares. Such issuance or delivery of Shares shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance or delivery, except as otherwise provided in Section 6. Prior to the issuance to you of the Shares subject to the Award, you shall have no direct or secured claim in any specific assets of the Company or in such Shares, and will have the status of a general unsecured creditor of the Company.

4. No Shareholder Rights. Neither you nor any person claiming under or through you shall have rights as a holder of Shares (e.g., you have no right to vote or receive dividends) with respect to the Performance Shares granted hereunder unless and until such Performance Shares have been settled in Shares that have been registered in your name as owner. You shall have no beneficial interest or ownership in the vested Shares until the issue or delivery of those vested Shares to you.

5. Dividend Equivalents. Prior to the settlement of the Performance Shares, you shall accumulate dividend equivalents with respect to the Performance Shares, which dividend equivalents shall be paid in cash (without interest) to you only if and when the applicable Performance Shares vest and become payable. Dividend equivalents shall equal the dividends, if any, actually paid with respect to Shares prior to the settlement of the Award while (and to the extent) the Performance Shares remain outstanding and unpaid. In the event you forfeit Performance Shares, you also shall immediately forfeit any dividend equivalents held by the Company that are attributable to the Shares underlying such forfeited Performance Shares.

6. Tax Withholding. As a condition precedent to the issuance of Shares following the vesting of the Performance Shares, you shall, upon request by the Company, pay to the Company such amount as the Company determines is required, under all applicable international, federal, state, local or other laws or regulations, to be withheld and paid over as income or other withholding taxes (the "Required Tax Payments") with respect to such vesting of the Performance Shares. If you shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to you. Notwithstanding the foregoing, your obligation to advance the Required Tax Payments shall be satisfied by the Company withholding whole Shares that would otherwise be delivered to you upon vesting of the Performance Shares having an aggregate fair market value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Required Tax Payments; however, if you submit a written request to the Company at least ten (10) days in advance of the Vesting Date, the Company may agree, in its discretion, to permit you to satisfy your obligation to advance the Required Tax Payments by a check or cash payment to the Company. Shares shall be withheld based on the applicable statutory minimum tax rate; however, if you submit a written request to the Company at least ten (10) days in advance of the Vesting Date, the Company (or, in the case

of an individual subject to Section 16 of the Securities Exchange Act of 1934, as amended, the Committee) may agree, in its discretion, to withhold shares based on a higher tax rate permitted by applicable withholding rules and accounting rules without resulting in variable accounting treatment. No Share or certificate representing a Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

7. Tax Indemnification. Notwithstanding the provisions of Section 6 above, you agree to indemnify the Company and each affiliate, and hold the Company and each affiliate harmless against and from any and all liability for any taxes or payments in respect of taxes (including social security and national insurance contributions, to the extent permitted by applicable law), arising as a result of, in connection with or in respect of the grant of the Award, vesting of the Award and/or the delivery of the Shares pursuant to this Agreement.

8. Repayment; Right of Set-Off. You agree and acknowledge that this Agreement is subject the Company's Executive Compensation Recoupment Policy and any other "clawback," recoupment or set-off policies in effect on the Grant Date or that the Committee thereafter may adopt. If the Company determines, in its sole discretion, that you have engaged in misconduct that constitutes "Cause" as defined in the Plan, you agree that any unvested portion of the Award shall be immediately forfeited as of the date the Company determines that you engaged in such misconduct. The foregoing shall not be the Company's exclusive remedies, which may also include injunctive relief and damages, as applicable. In addition, you agree that in the event the Company, in its reasonable judgment, determines that you owe the Company any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to the Company pursuant to the Company's policies with respect to travel and business expenses, and if you have not satisfied such obligation, then the Company may instruct the plan administrator to withhold and/or sell Shares acquired by you upon settlement of the Award, or the Company may deduct funds equal to the amount of such obligation from other funds due to you from the Company.

9. Adjustment of Performance Shares. The number of Performance Shares subject to this Award and the related Performance Goals shall automatically be adjusted in accordance with Section 9 of the Plan to prevent accretion, or to protect against dilution, in the event of a change to the Common Stock resulting from a recapitalization, stock split, consolidation, spin-off, reorganization, or liquidation or other similar transactions.

10. Non-Transferability of Award. Unless the Committee specifically determines otherwise, the Performance Shares may not be transferred by you other than by will or the laws of descent and distribution. Except to the extent permitted by the foregoing sentence, the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all rights hereunder shall immediately become null and void.

11. No Right to Continued Employment or Service The granting of the Award shall not be construed as granting to you any right to continue your employment or Service with the Company.

12. Amendment of this Award This Award or the terms of this Agreement may be amended by the Board or the Committee at any time (a) if the Board or the Committee determines, in its reasonable discretion, that amendment is necessary or appropriate to conform the Award to, or otherwise satisfy, any legal requirement (including without limitation the provisions of Section 409A of the Code), which amendments may be made retroactively or prospectively and without your approval or consent to the extent permitted by applicable law; provided that, such amendment shall not materially and adversely affect your rights hereunder; or (b) with your consent.

13. Electronic Delivery and Acceptance. You hereby consent and agree to electronic delivery of any Plan documents, proxy materials, annual reports and other related documents. You also hereby consent to any and all procedures that the Company has established or may establish for an electronic signature system for delivery and acceptance of Plan documents (including documents relating to any programs adopted under the Plan), and agree you're your electronic signature is the same as, and shall have the same force and effect as, your manual signature. You consent and agree that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan, including any program adopted under the Plan.

14. Governing Plan Document. The Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of the Award or this Agreement and those of the Plan, the provisions of the Plan shall control.

15. Governing Law. The validity, construction, interpretation and effect of this Agreement shall exclusively be governed by and determined in accordance with the laws of the State of Delaware, without giving effect to conflict of law rules or principles.

16. Entire Agreement. This Agreement and the Plan constitute the entire understanding and agreement between the Company and the Participant with respect to the subject matter contained herein and supersedes any prior agreements, understandings, restrictions, representations, or warranties between the Company and the Participant with respect to such subject matter other than those as set forth or provided for herein.

17. No Fractional Shares. If any terms of this Agreement call for payment of a fractional Performance Share, the number of Performance Shares issuable hereunder will be rounded up to the nearest whole number.

18. No Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy

consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

19. Saving Clause. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

20. Compliance with Section 409A of the Code This Award is intended to be exempt from or comply with Section 409A of the Code, and shall be interpreted and construed accordingly, and each payment hereunder shall be considered a separate payment. To the extent this Agreement provides for the Award to become vested and be settled upon the Holder's termination of employment, the applicable shares of Stock shall be transferred to you or your beneficiary upon your "separation from service," within the meaning of Section 409A of the Code; provided that if you are a "specified employee," within the meaning of Section 409A of the Code, then to the extent the Award constitutes nonqualified deferred compensation, within the meaning of Section 409A of the Code, such Shares shall be transferred to you or your beneficiary upon the earlier to occur of (i) the six-month anniversary of such separation from service and (ii) the date of your death.

21. Local Law Requirements. Appendix B forms part of the Agreement and contains additional terms and conditions that will apply to you if you reside outside of the United States, are a citizen of a jurisdiction other than the United States or are otherwise subject to tax in jurisdiction outside the United States.

CHIPOTLE MEXICAN GRILL, INC.

By: /s/ Ilene Eskenazi
Chief Human Resources Officer

Appendix A to 2024 Performance Share Agreement

Performance Criteria

The two performance criteria under this Performance Share Award are (1) 3-year cumulative Base Restaurant Cash Flow dollars ("**Base RCF Dollars**"), and (2) total gross new restaurant openings ("**Gross NROs**"), each as defined below; provided that payout above target will be subject to a cap based on relative Total Shareholder Return ("**TSR**") compared to the S&P 500, as described below.

90% of the Target Number of Performance Shares is allocated to the Base RCF Dollars metric and 10% of the Target Number of Performance Shares is allocated to the Gross NROs metric.

Performance Period

Performance will be measured from January 1, 2024 through December 31, 2026.

Metric #1: Base RCF Dollars Performance Goal Table (90% weight)

The number of Shares that can be earned for the Base RCF Dollars metric is equal to the Target Number of Performance Shares multiplied by the Payout Percentage corresponding to the 3-Year Cumulative Base RCF Dollars indicated in the Performance Goal Table below.

Performance Goal Table	
Payout Percentage	3-Year Cumulative Base RCF Dollars (in millions)
0%	\$*
45%	\$*
90% (Target)	\$* - \$*
135%	\$*
180%	\$*
225%	\$*
270%	\$*

*The specific targets were approved by the Compensation Committee of Chipotle's Board of Directors and are contained in the minutes of the meeting at which this Performance Share Award was approved.

In no event may more than 270% of the Target Number of Performance Shares be earned for the Base RCF Dollars metric. If the level of performance falls between two stated performance levels in the Performance Goal Table, the Payout Percentage shall be determined using straight-line interpolation. For example, if 3-Year Cumulative Base RCF Dollars is \$* billion, the Payout

Percentage would be 67.5%, which is the midpoint between the Payout Percentage at \$* billion and \$* billion.

“Base Restaurant” means any restaurant owned and operated by the Company and open as of December 31, 2023.

“Base RCF Dollars” equals the Company’s total revenue from all Base Restaurants, plus the total revenue from all Relocated Base Restaurants over the performance period, determined in accordance with generally accepted accounting principles as in effect on the first day of the Performance Period, multiplied by the “RCF Margin %” for the applicable Company fiscal year or period.

For purposes of calculating this metric to determine the Payout Percentage, Base RCF Dollars will be calculated on an annual basis, and the 3-Year Cumulative Base RCF Dollars shall be determined using the following formula: $X+Y+Z$, where X is 2023 Base RCF Dollars, Y is 2024 Base RCF Dollars, and Z is 2025 Base RCF Dollars. As an example, 2023 Base RCF Dollars equals (i) the sum of the total revenue generated in 2023 by Base Restaurants plus the total revenue generated in 2023 by Relocated Base Restaurants, and (ii) multiplied by the RCF Margin % for 2023.

“Relocated Base Restaurants” means any restaurant owned and operated by the Company that was opened during the performance period and that was intended to replace a Base Restaurant that closed during the performance period.

“RCF Margin %” for any fiscal year during the performance period equals the Company’s total revenue less restaurant operating costs (exclusive of depreciation and amortization), expressed as a percentage of the Company’s total revenue. For purposes of this agreement, the calculation of RCF Margin % will have the following two adjustments:

- Restaurant operating costs will exclude all “Crew Tipping Expenses”, as defined below
- Exclude revenue and restaurant operating costs of any acquisition of restaurants in a transaction that occurs during the performance period if the number of restaurants acquired in that transaction was 25 or greater.

Except for the two adjustments above, RCF Margin % shall be determined in accordance with generally accepted accounting principles as in effect on the first day of the Performance Period.

“Crew Tipping Expenses” will be calculated as the sum of all direct and indirect costs included in RCF Margin % and incurred by the Company to implement and maintain in-store tipping for restaurant crew employees, including:

- Employer Tax Adjustment, calculated as: gross in-store employee tips x “weighted average effective employer tax” for employees who received tips
- Other costs associated with execution and management of employee tip program, including but not limited to:

- o Employer paid employee tips for exceptions due to missed time punches, time edits, etc.
- o Direct vendor costs associated with tip administration

“Weighted Average Effective Employer Tax” equals total employer tax paid for employees who received tips divided by the total compensation paid to employees who received tips.

Metric #2: Gross NROs Performance Goal Table (10% weight)

The number of Shares that can be earned for the Gross NROs metric is equal to the Target Number of Performance Shares multiplied by the Payout Percentage corresponding to the Gross NROs indicated in the Performance Goal Table below.

Performance Goal Table	
Payout Percentage	Gross NROs
0%	*
5%	*
10% (Target)	*_ *
15%	*
20%	*
25%	*
30%	*

In no event may more than 30% of the Target Number of Performance Shares be earned for the Gross NROs metric. If the level of performance falls between two stated performance levels in the Performance Goal Table, the Payout Percentage shall be determined using straight-line interpolation. For example, if Gross NROs is * the Payout Percentage would be 12%, which is the interpolated result between * and * Gross NROs.

“Gross NROs” equals the cumulative number of all restaurants (i) opened by the Company, including restaurant relocations, or by a licensee/franchisee during the 3-year Performance Period (ii) acquired by the Company and converted to the “Chipotle” brand, which restaurants would be included starting on the date conversion is completed, and (iii) opened by the Company under a restaurant concept that are not operated under the “Chipotle” brand. For purposes of this agreement, the calculation of Gross NROs will exclude any restaurants acquired during the performance period, whether those restaurants are converted to the Chipotle brand or not, if the number of restaurants acquired in that transaction was 25 or greater.

Cap on Above Target Payout

In no event may more than 100% of the Target Number of Performance Shares be earned under this Appendix A if Chipotle’s 3-year TSR is below the 25th percentile of the constituent companies comprising the S&P 500 on the date of grant.

“TSR” means total shareholder return as determined by taking (i) the sum of (A) the Ending Period Average Price minus the Beginning Period Average Price plus (B) all dividends and other distributions paid on a constituent company's shares during the Performance Period and dividing the sum by (ii) the Beginning Period Average Price. In calculating TSR, all dividends are assumed to have been reinvested in shares when paid. TSR for a constituent company will be negative one hundred percent (-100%) if during the Performance Period it: (i) files for bankruptcy, reorganization, or liquidation under any chapter of the U.S. Bankruptcy Code; (ii) is the subject of an involuntary bankruptcy proceeding that is not dismissed within 30 days; (iii) is the subject of a stockholder approved plan of liquidation or dissolution; or (iv) ceases to conduct substantial business operations. If a constituent company is acquired, taken private or delisted (independent of situations covered in (i) through (IV) above) during the performance period, it will be excluded from the TSR calculation.

“Beginning Period Average Price” means the average closing price per share of a constituent company over the 20-consecutive-trading days starting with and including the first day of the Performance Period (if the applicable day is not a trading day, the immediately preceding trading day), adjusted for stock splits or similar changes in capital structure.

“Ending Period Average Price” means the average closing price per share of a constituent company over the 20-consecutive-trading days ending with and including the last day of the Performance Period (if the applicable day is not a trading day, the immediately preceding trading day), adjusted for stock splits or similar changes in capital structure.

Potential Force-Majeure Related Adjustments

Notwithstanding the foregoing, if the Committee (i) certifies that a Force Majeure Event has occurred, and (ii) determines that the Company's actual RCF Dollars have been Significantly Impacted for three or more months in a 12-month period, then the Committee shall, for each month Significantly Impacted by the Force Majeure event: (a) exclude the actual Base RCF Dollars from the calculation of 3-Year Cumulative Base RCF Dollars, and (b) exclude Trended Base RCF Dollars from the Performance Goal Table.

Definitions of applicable terms are set forth below:

“RCF Dollars” is calculated as the Company's total revenue less restaurant operating costs (exclusive of depreciation and amortization) for the applicable Company fiscal year or period. RCF Dollars shall be determined in accordance with generally accepted accounting principles as in effect on the first day the Performance Period. For purposes of the Force Majeure Related Adjustment, RCF Dollars is calculated on a monthly basis.

“Baseline RCF Dollars” is calculated on a monthly basis as the RCF Growth Rate, multiplied by the actual RCF Dollars for that same month in the prior year.

“Force Majeure Event” is an extraordinary event or circumstance such as an act of God, war or war condition, widespread riots or civil disorder, acts of terrorism, cyber or ransomware attacks,

widespread strikes, lockouts, or labor disruptions, government mandate, embargo, fire, flood, earthquake or other nature disaster, epidemic, pandemic or other similar occurrence beyond the reasonable control of the company. Any Force Majeure Related Adjustment will not exceed 12 months in duration.

“RCF Growth Rate” is calculated as the average of the actual RCF Dollars for the three months immediately before the month in which the Force Majeure Event occurs (the “test months”), divided by the average of the actual RCF Dollars for the same three tests months in the prior 12-month period.

“Significantly Impacted” means actual RCF dollars falls below Baseline RCF Dollars by 10% or more.

“Trended Base RCF Dollars” is calculated on a monthly basis as the RCF Growth Rate, multiplied by actual Base RCF Dollars for that same month in the prior year, multiplied by the NRO adjustment in the table below:

Period	NRO Phasing Adjustment
January 2023	*%
February 2023	*%
March 2023	*%
April 2023	*%
May 2023	*%
June 2023	*%
July 2023	*%
August 2023	*%
September 2023	*%
October 2023	*%
November 2023	*%
December 2023	*%
All Periods in 2024	*%
All Periods in 2025	*%

Other Provisions

If the Committee determines, after granting the Performance Share Award, that there has been a change in law or accounting rules that impacts the calculation of Base RCF Dollars as set forth in this Appendix A, the Committee shall modify the Base RCF Dollars measure, in whole or in part, as it deems appropriate and equitable in its discretion to reflect the impact of such events that were not determinable or considered at the Grant Date. For the avoidance of doubt, no adjustments otherwise authorized under Section 8 of the Plan shall be made with respect to the Performance Shares except as specifically provided in this Appendix A.

Performance Shares that are earned under this Appendix A shall only be issued to the Participant to the extent that the continued employment conditions set forth in the Performance Share Agreement have been satisfied.

Appendix B to 2022 Performance Share Agreement

Country-Specific Addendum

1. This Addendum includes additional country-specific notices, disclaimers, and/or terms and conditions that apply to individuals who are working or residing in the countries listed below and that may be material to your participation in the Plan. However, because foreign exchange regulations and other local laws are subject to frequent change, you are advised to seek advice from his or her own personal legal and tax advisor prior to accepting an Award.

2. If you are a citizen or resident of a country, or otherwise subject to tax in another country other than the one in which you are currently working and/or residing, transfers to another country after the date of grant of the Award, or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to you.

3. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your acceptance of the Award or participation in the Plan.

4. Unless otherwise noted below, capitalized terms shall have the same meaning assigned to them under the Plan and this Agreement. This Addendum forms part of the Agreement and should be read in conjunction with the Agreement and the Plan.

Canada

5. **Application.** This Addendum shall apply to you if (a) you are employed in, resident in, a citizen of, or otherwise subject to tax in Canada; or (b) in circumstances where the Company, in exercising its discretion in accordance with paragraph 2 of the Country-Specific Addendum, determines this Addendum shall apply to you.

6. **Use of Information.** For the purposes of managing and administering the arrangements under this Agreement, the Company may share basic information such as information concerning your eligibility, grants, settlement or vesting in accordance with this Agreement with and between affiliates. The Company may also share this information with service providers that may assist in administering the arrangements under this Agreement, as well as with relevant government authorities.

France

7. **Application.** This Addendum shall apply to you if (a) you are employed in, resident in, a citizen of, or otherwise subject to tax in France; or (b) in circumstances where the Company, in exercising its discretion in accordance with paragraph 2 of the Country-Specific Addendum, determines this Addendum shall apply to you.

8. **Language Consent.** By accepting the Plan, you confirm that you have read and understood the documents relating to this grant (the Plan and any agreement, including this Addendum) which were provided in English language. You accept the terms of those documents accordingly.

United Kingdom

9. **Application.** This Addendum shall apply to you if (a) you are employed in, resident in, a citizen of, or otherwise subject to tax in the United Kingdom; or (b) in circumstances where the Company, in exercising its discretion in accordance with paragraph 2 of the Country-Specific Addendum, determines this Addendum shall apply to you.

2. **Recovery of Tax.** In the event that you have failed to make arrangements under Section 6 of this Agreement for the amount so indemnified under Section 7 of this Agreement, you shall pay to the Company or subsidiary, as relevant, (or such other affiliate, as the case may be) the balance of any Required Tax Payments then due in cash promptly on written demand and in any event within 60 days from the date on which any relevant amount indemnified under Section 7 of this Agreement is due to be accounted for to the applicable tax authority, failing which you shall also be liable to account to the Company or any subsidiary for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of ITEPA.

**FORM OF CHIPOTLE MEXICAN GRILL, INC.
2024 STOCK APPRECIATION RIGHTS AGREEMENT**

Name of Participant:

No. of Base Shares:

Base Price:

Vesting Dates: 2nd Anniversary of Grant Date
3rd Anniversary of Grant Date

This Stock Appreciation Rights Agreement, including Appendix A attached hereto (this "Agreement"), dated as of the Grant Date stated above, is delivered by Chipotle Mexican Grill, Inc., a Delaware corporation (the "Company"), to the Participant named above (the "Participant" or "you").

Recitals

WHEREAS, the Company is awarding you the right to receive shares of Common Stock of the Company (the "Shares") on the terms and conditions provided below and pursuant to the Chipotle Mexican Grill, Inc. 2022 Stock Incentive Plan (the "Plan"). This Agreement and the stock appreciation rights granted hereunder are expressly subject to all of the terms, definitions and provisions of the Plan. Except as expressly indicated herein, defined terms used in this Agreement have the meanings set forth in the Plan.

WHEREAS, the Compensation Committee (the "Committee") of the Company's Board of Directors (the "Board") has approved this award of stock appreciation rights ("Award").

Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Award. The Company hereby grants to you the Award with respect to the number of Base Shares set forth above, pursuant to which you shall be eligible to receive a number of Shares with a fair market value, determined on the date of exercise, equal to the product of (i) the aggregate number of Base Shares exercised multiplied by (ii) the excess of (A) the fair market value of a Share, determined on the date of exercise, over (B) the Base Price specified above, subject to your fulfillment of the vesting and other conditions set forth in this Agreement. The Award may only be settled in Shares.

2. Vesting.

(a) Regular Vesting. Except as otherwise provided in the Plan or in this Section 2, your Base Shares shall vest 50% on the 2nd anniversary of the Grant Date and the remaining 50% on the 3rd anniversary of the Grant Date, subject to your continued employment or service

with the Company through the applicable vesting date. The period of time prior to the full vesting of the Award shall be referred to herein as the "Vesting Period."

(b) Termination of Employment

(i) Unless otherwise determined by the Committee, or except as provided in an agreement between you and the Company, in the event of your death, termination by the Company due to Disability or Retirement (each as defined below) prior to the expiration of the Vesting Period, you shall vest in the Base Shares as follows:

(A) In the event of your Retirement prior to the one-year anniversary of the Grant Date, you shall continue to vest in a pro rata portion of the Base Shares for the remainder of the Vesting Period. The pro rata portion of the Base Shares shall be determined by multiplying the total number of Base Shares issuable under this Award, without proration, by a fraction, the numerator of which is the number of days from the Grant Date through your Retirement, and the denominator of which is 365. The Base Shares that vest pursuant to this paragraph shall become exercisable in accordance with the normal vesting schedule set forth in Section 2(a) and shall expire at the earlier of (i) three years after the date of your Retirement, or (ii) the Expiration Date (as defined below).

(B) In the event of your Retirement on or following the one-year anniversary of the Grant Date, you shall continue to vest in the Base Shares, without proration, for the remainder of the Vesting Period. The Base Shares that vest pursuant to this paragraph shall become exercisable in accordance with the normal vesting schedule set forth in Section 2(a) and shall expire at the earlier of (i) three years after the date of your Retirement, or (ii) the Expiration Date (as defined below).

(C) In the event of your death or termination by the Company due to Disability, the total number of Base Shares issuable under this Award, without proration, shall become vested and exercisable on the date of your death or termination by the Company due to Disability.

For purposes of this Agreement: "Disability" means your medically-diagnosed, permanent physical or mental inability to perform your duties as an employee of the Company; "Retirement" means that you have a combined Age and Years of Service (each as defined below) of at least 70 and you have done all of the following (w) given the Company at least six (6) months prior written notice of your Retirement; (x) signed and delivered to the Company an agreement providing for such restrictive covenants, as may be determined from time to time by the Committee, based on individual facts and circumstances, to be reasonably necessary to protect the Company's interests, with such restrictive covenants continuing for a period of two (2) years after such Retirement (or, indefinitely, in the case of confidentiality and similar restrictive covenants), (y) signed and delivered to the Company, within 21 days of the date of your employment termination (or such later time as required under applicable law) a general release

agreement of claims against the Company and its affiliates in a form reasonably acceptable to the Company, which is not later revoked, and (z) voluntarily terminated your employment with the Company. The term “Age” means (as of a particular date of determination), your age on that date in whole years and any fractions thereof; and “Years of Service” means the number of years and fractions thereof during the period beginning on your most recent commencement of employment with the Company and ending on the date your employment with the Company terminated. Your refusal to fulfill any of the conditions set forth in (w), (x), (y) or (z) above, your breach of any agreement entered into pursuant to (x) or (y) above, or if, after your Retirement, facts and circumstances are discovered that would have justified your termination for Cause (as defined below) if you were still employed by the Company, shall constitute a waiver by you of the benefits attributable to Retirement under this Agreement.

(ii) The Base Shares will automatically and immediately vest in full if (A) you experience a Qualifying Termination or (B) upon a Change in Control if this Award is not assumed or continued by the surviving or acquiring corporation in such Change in Control (as determined by the Board or Committee, with appropriate adjustments to the number and kind of shares, in each case, that preserve the value of the Award and other material terms and conditions of this Award as in effect immediately prior to the Change in Control).

For purposes of this Agreement and notwithstanding anything in the Plan to the contrary for purposes of determining whether a “Qualifying Termination” has occurred during the two-year period following a Change in Control: (A) “Cause” means, unless otherwise provided in an effective employment agreement or other written agreement with respect to the termination of your employment with the Company, the termination of your employment with the Company on account of: (u) your failure to substantially perform your duties (other than as a result of physical or mental illness or injury); (w) your willful misconduct or gross negligence which is materially injurious to the Company or results in reputational harm to the Company; (x) a breach by you of your fiduciary duty or duty of loyalty to the Company; (y) your commission of any felony or other serious crime involving moral turpitude; or (z) your material violation of Company policies or agreements between you and the Company and (B) “Good Reason” means, unless otherwise provided in an effective employment agreement or other written agreement with respect to the termination of your employment with the Company, the termination of your employment with the Company on account of: (x) a material diminution your duties and responsibilities other than a change in your duties and responsibilities that results from becoming part of a larger organization following a Change in Control, (y) a material decrease in your base salary or bonus opportunity other than a decrease in bonus opportunity that applies to all employees of the Company otherwise eligible to participate in the applicable bonus plan, or (z) a relocation of your primary work location more than 30 miles from your work location on the Grant Date, without your prior written consent; provided that, within thirty days following the occurrence of any of the Good Reason events set forth herein, you shall have delivered written notice to the Company of your intention to terminate your employment for Good Reason, which notice specifies in

reasonable detail the circumstances claimed to give rise to your right to terminate employment for Good Reason, and the Company shall not have cured such circumstances within thirty days following the Company's receipt of such notice.

(c) Forfeiture of Unvested Base Shares. If your employment terminates prior to the expiration of the Vesting Period for any reason other than death, termination by the Company due to Disability, Retirement or a Qualifying Termination, any Base Shares will be forfeited and canceled as of the date of such employment termination, unless (i) the Committee determines otherwise, or (ii) a different treatment is provided in a written agreement between you and the Company, or (iii) if you are an "executive officer" of the Company within the meaning of Rule 3b-7 under the Securities Exchange Act of 1934, as amended, a different treatment is provided in any Company severance plan covering executive officers, as such plan is then in effect. Notwithstanding anything to the contrary in this Section 2, your rights with respect to Base Shares, whether vested or unvested, shall in all events be immediately forfeited and canceled as of the date of your termination of employment for Cause (as defined above).

3. Expiration of the Base Shares. The Base Shares shall expire, and shall not be exercisable with respect to any vested portion as to which the Base Shares have not been exercised, on the first to occur of: (i) the seventh (7th) anniversary of the Grant Date (the "Expiration Date"); (ii) upon your termination for any reason other than death, Retirement, termination by the Company due to Disability or for Cause, the earlier of (A) the Expiration Date and (B) ninety (90) days after your termination of employment; (iii) upon your Retirement, the earlier of (A) the Expiration Date and (B) the third (3rd) anniversary of your termination of employment; (iv) upon your death or termination by the Company due to Disability, the earlier of (A) the Expiration Date and (B) the third (3rd) anniversary of your termination of employment and, prior the expiration of the Base Shares pursuant to this clause (iv), the Base Shares may be exercised by your executor, administrator, legal representative, guardian or similar person; and (v) immediately upon your termination of employment for Cause (as defined above), regardless of whether the Base Shares are vested or exercisable.

4. Exercise of Base Shares. Subject to the terms and conditions herein, vested Base Shares may be exercised, in whole or in part, from the date of vesting until the expiration of the term in accordance with Section 3. Base Shares may be exercised by giving written notice of exercise to the Company in the manner specified from time to time by the Company. The Base Shares may not be exercised with respect to a number of Base Shares that is less than the lesser of (i) twenty-five or (ii) the total number of Base Shares remaining available for exercise pursuant to this Agreement. Upon exercise, you will receive the number of Shares having a fair market value at the time of exercise equal to the product of (A) the excess of the fair market value of one Share at the time of exercise over the Base Price, multiplied by (B) the number of Base Shares exercised. For purposes of this Section 4, fair market value shall be the most recent real time trading price of a Share at the time the Base Share is exercised, as determined in good faith by the Company, based on transactions reported on the NYSE or other national securities exchange; provided that if the Shares are not then listed and traded on the NYSE or other national securities exchange, fair market value shall be determined by the Committee, using such criteria as it shall determine, in its discretion, to be appropriate for valuation.

5. Non-Transferability of Award. This Award and the Base Shares may not be transferred by you other than by will or the laws of descent and distribution or pursuant to the designation of one or more beneficiaries on the form prescribed by the Company; provided that anyone who becomes entitled to the Award pursuant to this sentence shall be bound by the provisions of the Plan and this Agreement to be treated as the "Participant" under the Plan and this Agreement. Except to the extent permitted by the foregoing sentence, (i) during your lifetime, the Award is exercisable only by your or your legal representative, guardian or similar person and (ii) the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all rights hereunder shall immediately become null and void.

6. No Shareholder Rights. Neither you nor any person claiming under or through you shall have rights as a holder of Common Stock (e.g., you have no right to vote or receive dividends) with respect to the Base Shares granted hereunder unless and until the Base Shares have been exercised and you have been issued shares of Common Stock that have been registered in your name as owner. You shall have no beneficial interest or ownership in the vested Shares until the issue or delivery of those vested Shares to you.

7. Tax Withholding. As a condition precedent to the issuance of Shares following the vesting of the Shares, you shall, upon request by the Company, pay to the Company such amount as the Company determines is required, under all applicable federal, state, local or other laws or regulations, to be withheld and paid over as income or other withholding taxes (the "Required Tax Payments") with respect to such vesting of the Shares. If you shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to you. Notwithstanding the foregoing, your obligation to advance the Required Tax Payments shall be satisfied by the Company withholding whole Shares that would otherwise be delivered to you upon vesting of the Shares having an aggregate fair market value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Required Tax Payments; however, if you submit a written request to the Company at least ten (10) days in advance of the Vesting Date, the Company may agree, in its discretion, to permit you to satisfy your obligation to advance the Required Tax Payments by a check or cash payment to the Company. Shares shall be withheld based on the applicable statutory minimum tax rate; however, if you submit a written request to the Company at least ten (10) days in advance of the Vesting Date, the Company (or, in the case of an individual subject to Section 16 of the Securities Exchange Act of 1934, as amended, the Committee) may agree, in its discretion, to withhold shares based on a higher tax rate permitted by applicable withholding rules and accounting rules without resulting in variable accounting treatment. No Share or certificate representing a Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

7. Tax Indemnification. Notwithstanding the provisions of Section 7 above, you agree to indemnify the Company and each affiliate, and hold the Company and each affiliate

harmless against and from any and all liability for any taxes or payments in respect of taxes (including social security and national insurance contributions, to the extent permitted by applicable law), arising as a result of, in connection with or in respect of the grant of the Award, vesting of the Award and/or the delivery of the Shares pursuant to this Agreement.

8. Repayment; Right of Set-Off. You agree and acknowledge that this Agreement is subject the Company's Executive Compensation Recovery Policy and any other "clawback," recoupment or set-off policies in effect on the Grant Date or that the Committee thereafter may adopt. If the Company determines, in its sole discretion, that you have engaged in misconduct that constitutes "Cause" as defined in the Plan, you agree that any unvested portion of the Award and/or any vested but unexercised portion of the Award shall be immediately forfeited as of the date the Company determines that you engaged in such misconduct. The foregoing shall not be the Company's exclusive remedies, which may also include injunctive relief and damages, as applicable. In addition, you agree that in the event the Company, in its reasonable judgment, determines that you owe the Company any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to the Company pursuant to the Company's policies with respect to travel and business expenses, and if you have not satisfied such obligation, then the Company may instruct the plan administrator to withhold and/or sell Shares acquired by you upon settlement of the Award, or the Company may deduct funds equal to the amount of such obligation from other funds due to you from the Company.

9. Adjustments. The Award and the number of Base Shares subject to this Award will automatically be adjusted in accordance with Section 9 of the Plan to prevent accretion, or to protect against dilution, in the event of a change to the Shares resulting from a recapitalization, stock split, consolidation, spin-off, reorganization, liquidation or other similar transactions.

10. No Right to Continued Employment or Service. The granting of the Award shall not be construed as granting to you any right to continue your employment or service with the Company.

12. Amendment of this Award. This Award or the terms of this Agreement may be amended by the Board or the Committee at any time (a) if the Board or the Committee determines, in its reasonable discretion, that amendment is necessary or appropriate to conform the Award to, or otherwise satisfy, any legal requirement (including without limitation the provisions of Section 409A of the Code), which amendments may be made retroactively or prospectively and without your approval or consent to the extent permitted by applicable law; provided that, such amendment shall not materially and adversely affect your rights hereunder; or (b) with your consent.

13. Electronic Delivery and Acceptance. You hereby consent and agree to electronic delivery of any Plan documents, proxy materials, annual reports and other related documents. You also hereby consent to any and all procedures that the Company has established or may establish for an electronic signature system for delivery and acceptance of Plan documents (including documents relating to any programs adopted under the Plan), and agree your electronic signature is the same as, and shall have the same force and effect as, your manual

signature. You consent and agree that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan, including any program adopted under the Plan.

14. Governing Plan Document. The Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of the Award or this Agreement and those of the Plan, the provisions of the Plan shall control.

15. Governing Law. The validity, construction, interpretation and effect of this Agreement shall exclusively be governed by and determined in accordance with the laws of the State of Delaware, without giving effect to conflict of law rules or principles.

16. Entire Agreement. This Agreement and the Plan constitute the entire understanding and agreement between the Company and the Participant with respect to the subject matter contained herein and supersedes any prior agreements, understandings, restrictions, representations, or warranties between the Company and the Participant with respect to such subject matter other than those as set forth or provided for herein.

17. No Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

18. Saving Clause. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

19. Local Law Requirements. Appendix A forms part of the Agreement and contains additional terms and conditions that will apply to you if you reside outside of the United States, are a citizen of a jurisdiction other than the United States or are otherwise subject to tax in jurisdiction outside the United States.

CHIPOTLE MEXICAN GRILL, INC.

By: /s/ Ilene Eskenazi
Chief Human Resources Officer

Appendix A to 2023 Stock Appreciation Rights Agreement

Country-Specific Addendum

1. This Addendum includes additional country-specific notices, disclaimers, and/or terms and conditions that apply to individuals who are working or residing in the countries listed below and that may be material to your participation in the Plan. However, because foreign exchange regulations and other local laws are subject to frequent change, you are advised to seek advice from his or her own personal legal and tax advisor prior to accepting an Award.

2. If you are a citizen or resident of a country, or otherwise subject to tax in another country other than the one in which you are currently working and/or residing, transfers to another country after the date of grant of the Award, or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to you.

3. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your acceptance of the Award or participation in the Plan.

4. Unless otherwise noted below, capitalized terms shall have the same meaning assigned to them under the Plan and this Agreement. This Addendum forms part of the Agreement and should be read in conjunction with the Agreement and the Plan.

France

1. **Application.** This Addendum shall apply to you if (a) you are employed in, resident in, a citizen of, or otherwise subject to tax in France; or (b) in circumstances where the Company, in exercising its discretion in accordance with paragraph 2 of the Country-Specific Addendum, determines this Addendum shall apply to you.

2. **Language Consent.** By accepting the Plan, you confirm that you have read and understood the documents relating to this grant (the Plan and any agreement, including this Addendum) which were provided in English language. You accept the terms of those documents accordingly.

United Kingdom

1. **Application.** This Addendum shall apply to you if (a) you are employed in, resident in, a citizen of, or otherwise subject to tax in the United Kingdom; or (b) in circumstances where the Company, in exercising its discretion in accordance with paragraph 2 of the Country-Specific Addendum, determines this Addendum shall apply to you.

2. **Recovery of Tax.** In the event that you have failed to make arrangements under Section 6 of this Agreement for the amount so indemnified under Section 7 of this Agreement, you shall pay to the Company or subsidiary, as relevant, (or such other affiliate, as the case may be) the balance of any Required Tax Payments then due in cash promptly on written demand and in any event within 60 days from the date on which any relevant amount indemnified under Section 7 of this Agreement is due to be accounted for to the applicable tax authority, failing which you shall also be liable to account to the Company or any subsidiary for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of ITEPA.

**FORM OF CHIPOTLE MEXICAN GRILL, INC.
2024 STOCK OPTION AGREEMENT (CANADA)**

Name of Participant:

Type of Option: Non-Qualified

No. of Shares:

Exercise Price:

**Vesting Dates: 2nd Anniversary of Grant Date
3rd Anniversary of Grant Date**

This Stock Option Agreement (this "Agreement"), dated as of the Grant Date stated above, is delivered by Chipotle Mexican Grill, Inc., a Delaware corporation (the "Company"), to the Participant named above (the "Participant" or "you").

Recitals

WHEREAS, the Company is awarding you options (the "Options") to purchase shares of Common Stock of the Company (the "Shares") on the terms and conditions provided below and pursuant to the Chipotle Mexican Grill, Inc. 2022 Stock Incentive Plan (the "Plan"). This Agreement and the Options granted hereunder are expressly subject to all of

the terms, definitions and provisions of the Plan. Except as expressly indicated herein, defined terms used in this Agreement have the meanings set forth in the Plan.

WHEREAS, the Compensation Committee (the "Committee") of the Company's Board of Directors (the "Board") has approved this award of Options ("Award").

Agreement

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Award. The Company hereby grants to you the Award with respect to the number of Shares set forth above, pursuant to which you shall have the option to purchase Shares at a per Share price equal to the Exercise Price specified above, subject to your fulfillment of the vesting and other conditions set forth in this Agreement.

2. Vesting.

(a) Regular Vesting. Except as otherwise provided in the Plan or in this Section 2, your Award shall vest and become exercisable 50% on the 2nd anniversary of the Grant Date and the remaining 50% on the 3rd anniversary of the Grant Date, subject to your continued employment or service with the Company through the applicable vesting date. The period of time prior to the full vesting of the Award shall be referred to herein as the "Vesting Period."

(b) Termination of Employment

(i) Unless otherwise determined by the Committee, or except as provided in an agreement between you and the Company, in the event of your death, termination by the Company due to Disability or Retirement (each as defined below) prior to the expiration of the Vesting Period, you shall vest in the Award as follows:

(A) In the event of your Retirement prior to the one-year anniversary of the Grant Date, you shall continue to vest in a pro rata portion of the Award for the remainder of the Vesting Period. The pro rata portion of the Award shall be determined by multiplying the total number of Shares subject to this Award, without proration, by a fraction, the numerator of which is the number of days from the Grant Date through your Retirement, and the denominator of which is 365. The portion of the Award that vests pursuant to this paragraph shall become exercisable in accordance with the normal vesting schedule set forth in Section 2(a) and shall expire at the earlier of (i) three years after the date of your Retirement, or (ii) the Expiration Date (as defined below).

(B) In the event of your Retirement on or following the one-year anniversary of the Grant Date, you shall continue to vest in the Award, without proration, for the remainder of the Vesting Period, and the Award shall become exercisable in accordance with the normal vesting schedule set forth in Section 2(a) and shall expire at the earlier of (i) three years after the date of your Retirement, or (ii) the Expiration Date (as defined below).

(C) In the event of your death or termination by the Company due to Disability, the Award, without proration, shall become vested and exercisable on the date of your death or termination by the Company due to Disability.

For purposes of this Agreement: "Disability" means your medically-diagnosed, permanent physical or mental inability to perform your duties as an employee of the Company; "Retirement" means that you have a combined Age and Years of Service (each as defined below) of at least 70 and you have done all of the following (w) given the Company at least six (6) months prior written notice of your Retirement; (x) signed and delivered to the Company an agreement providing for such restrictive covenants, as may be determined from time to time by the Committee, based on individual facts and circumstances, to be reasonably necessary to protect the Company's interests, with such restrictive covenants continuing for a period of two (2) years after such Retirement (or, indefinitely, in the case of confidentiality and similar restrictive covenants), (y) signed and delivered to the Company, within 21 days of the date of your employment termination (or such later time as required under applicable law) a general release agreement of claims against the Company and its affiliates in a form reasonably acceptable to the Company, which is not later revoked, and (z) voluntarily terminated your employment with the Company. The term "Age" means (as of a particular date of determination), your age on that date in whole years and any fractions thereof; and "Years of Service" means the number of years and fractions thereof during the period

beginning on your most recent commencement of employment with the Company and ending on the date your employment with the Company terminated. Your refusal to fulfill any of the conditions set forth in (w), (x), (y) or (z) above, your breach of any agreement entered into pursuant to (x) or (y) above, or if, after your Retirement, facts and circumstances are discovered that would have justified your termination for Cause (as defined below) if you were still employed by the Company, shall constitute a waiver and forfeiture by you of the benefits attributable to Retirement under this Agreement.

(ii) The Award will automatically and immediately vest in full if (A) you experience a Qualifying Termination or (B) upon a Change in Control if this Award is not assumed or continued by the surviving or acquiring corporation in such Change in Control (as determined by the Board or Committee, with appropriate adjustments to the number and kind of shares, in each case, that preserve the value of the Award and other material terms and conditions of this Award as in effect immediately prior to the Change in Control).

For purposes of this Agreement and notwithstanding anything in the Plan to the contrary for purposes of determining whether a Qualifying Termination has occurred during the two-year period following a Change in Control: (A) "Cause" means, unless otherwise provided in an effective employment agreement or other written agreement with respect to the termination of your employment with the Company, the termination of your employment with the Company on account of: (u) your failure to substantially perform your duties (other than as a result of physical or mental illness or injury); (w) your willful misconduct or gross negligence which is materially injurious to the Company or results in reputational harm to the Company; (x) a breach by you of your fiduciary duty or duty of loyalty to the Company; (y) your commission of any felony or other serious crime involving moral turpitude; or (z) your material violation of Company policies or agreements between you and the Company and (B) "Good Reason" means, unless otherwise provided in an effective employment agreement or other written agreement with respect to the termination of your employment with the Company, the termination of your employment with the Company on account of: (x) a material diminution your duties and responsibilities other than a change in your duties and responsibilities that results from becoming part of a larger organization following a Change in Control, (y) a material decrease in your base salary or bonus opportunity other than a decrease in bonus opportunity that applies to all employees of the Company otherwise eligible to participate in the applicable bonus plan, or (z) a relocation of your primary work location more than 30 miles from your work location on the Grant Date, without your prior written consent; provided that, within thirty days following the occurrence of any of the Good Reason events set forth herein, you shall have delivered written notice to the Company of your intention to terminate your employment for Good Reason, which notice specifies in reasonable detail the circumstances claimed to give rise to your right to terminate employment for Good Reason, and the Company shall not have cured such circumstances within thirty days following the Company's receipt of such notice.

(c) Forfeiture of Unvested Award. If your employment terminates prior to the expiration of the Vesting Period for any reason other than death, termination by the Company due to Disability, Retirement or a Qualifying Termination, any then-unvested portion of the Award will be forfeited and canceled as of the date of such employment termination, unless (i) the Committee determines otherwise, or (ii) a different treatment is provided in a written agreement between you and the Company, or (iii) if you are an “executive officer” of the Company within the meaning of Rule 3b-7 under the U.S. Securities Exchange Act of 1934, as amended, a different treatment is provided in any Company severance plan covering executive officers, as such plan is then in effect. Notwithstanding anything to the contrary in this Section 2, your rights with respect to the Award, whether vested or unvested, shall in all events be immediately forfeited and canceled as of the date of your termination of employment for Cause (as defined above).

3. Expiration of the Base Shares. The Award shall expire, and shall not be exercisable with respect to any vested portion as to which the Award has not been exercised, on the first to occur of: (i) the seventh (7th) anniversary of the Grant Date (the “Expiration Date”); (ii) upon your termination for any reason other than death, Retirement, termination by the Company due to Disability or for Cause, the earlier of (A) the Expiration Date and (B) ninety (90) days after your termination of employment; (iii) upon your Retirement, the earlier of (A) the Expiration Date and (B) the third (3rd) anniversary of your termination of employment; (iv) upon your death or termination by the Company due to Disability, the earlier of (A) the Expiration Date and (B) the third (3rd) anniversary of your termination of employment and, prior the expiration of the Award pursuant to this clause (iv), the Award may be exercised by your executor, administrator, legal representative, guardian or similar person; and (v) immediately upon your termination of employment for Cause (as defined above), regardless of whether any portion of the Award is vested or exercisable.

4. Method of Exercise. Subject to the terms and conditions herein, the vested portion of the Options may be exercised, in whole or in part, from the date of vesting until the expiration of the term in accordance with Section 3. The Award may be exercised by (i) delivering to the Company an exercise notice in the form prescribed by the Company (including by electronic exercises through the Company’s third-party stock plan administrator) specifying the number of whole Shares to be purchased and by accompanying such notice with payment therefor in full (or by arranging for such payment to the Company’s satisfaction) either (A) by the Company withholding whole Shares which would otherwise be delivered to you upon the exercise of the Award having an aggregate Fair Market Value, determined as of the date of exercise, equal to the amount necessary to satisfy such obligation, or (B) to the extent permitted by the Company, by a check or cash payment to the Company, and (ii) executing such documents as the Company may reasonably request. No Share or certificate representing a Share shall be issued or delivered until the full purchase price therefor and any withholding taxes thereon, as described in Section 7, have been paid. The Award may not be exercised with respect to a number of Shares that is less than the lesser of (i) twenty-five or (ii) the total number of Shares remaining available for exercise pursuant to this Agreement.

5. Non-Transferability of Award. This Award may not be transferred by you other than by will or the laws of descent and distribution or pursuant to the designation of one or more beneficiaries on the form prescribed by the Company; provided that anyone who becomes entitled to the Award pursuant to this sentence shall be bound by the provisions of the Plan and this Agreement to be treated as the "Participant" under the Plan and this Agreement. Except to the extent permitted by the foregoing sentence, (i) during your lifetime, the Award is exercisable only by your or your legal representative, guardian or similar person and (ii) the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all rights hereunder shall immediately become null and void.

6. No Shareholder Rights. Neither you nor any person claiming under or through you shall have rights as a holder of Common Stock (e.g., you have no right to vote or receive dividends) with respect to the Shares subject to the Award unless and until such Shares have been purchased and you have been issued shares of Common Stock that have been registered in your name as owner.

7. Tax Withholding. As a condition precedent to the issuance of Shares following the exercise of the Award, you shall, upon request by the Company, pay to the Company such amount as the Company determines is required, under all applicable federal, state, local or other laws or regulations, to be withheld and paid over as income or other withholding taxes (the "Required Tax Payments") with respect to such exercise of the Award. If you shall fail to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount then or thereafter payable by the Company to you. Notwithstanding the foregoing, your obligation to advance the Required Tax Payments shall be satisfied by the Company withholding whole Shares that would otherwise be delivered to you upon exercise of the Award having an aggregate fair market value, determined as of the date on which such withholding obligation arises (the "Tax Date"), equal to the Required Tax Payments; however, if you submit a written request to the Company at least ten (10) days in advance of the applicable exercise date, the Company may agree, in its discretion, to permit you to satisfy your obligation to advance the Required Tax Payments by a check or cash payment to the Company. Shares shall be withheld based on the applicable statutory tax rate; however, if you submit a written request to the Company at least ten (10) days in advance of the applicable exercise date, the Company (or, in the case of an individual subject to Section 16 of the Securities Exchange Act of 1934, as amended, the Committee) may agree, in its discretion, to withhold shares based on a higher tax rate permitted by applicable withholding rules. No Share or certificate representing a Share shall be issued or delivered until the Required Tax Payments have been satisfied in full.

8. Repayment; Right of Set-Off. You agree and acknowledge that this Agreement is subject the Company's Executive Compensation Recoupment Policy and any other "clawback," recoupment or set-off policies in effect on the Grant Date or that the Committee thereafter may adopt. If the Company determines, in its sole discretion, that you have engaged in misconduct

that constitutes "Cause" as defined in the Plan, you agree that any unvested portion of the Award shall be immediately forfeited as of the date the Company determines that you engaged in such misconduct. The foregoing shall not be the Company's exclusive remedies, which may also include injunctive relief and damages, as applicable. In addition, you agree that in the event the Company, in its reasonable judgment, determines that you owe the Company any amount due to any loan, note, obligation or indebtedness, including but not limited to amounts owed to the Company pursuant to the Company's policies with respect to travel and business expenses, and if you have not satisfied such obligation, then the Company may instruct the plan administrator to withhold and/or sell Shares acquired by you upon settlement of the Award, or the Company may deduct funds equal to the amount of such obligation from other funds due to you from the Company.

9. Adjustments. The Award and the number of Shares subject to this Award will automatically be adjusted in accordance with Section 9 of the Plan to prevent accretion, or to protect against dilution, in the event of a change to the Shares resulting from a recapitalization, stock split, consolidation, spin-off, reorganization, liquidation or other similar transactions.

10. Issuance or Delivery of Shares. Upon the exercise of the Award, in whole or in part, the Company shall issue or deliver, subject to the conditions of this Agreement, the number of Shares purchased against full payment therefor. Such issuance shall be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to such issuance, except as otherwise provided in Section 7.

11. No Right to Continued Employment or Service The granting of the Award shall not be construed as granting to you any right to continue your employment or service with the Company.

12. Amendment of this Award. This Award or the terms of this Agreement may be amended by the Board or the Committee at any time (a) if the Board or the Committee determines, in its reasonable discretion, that amendment is necessary or appropriate to conform the Award to, or otherwise satisfy, any legal requirement (including without limitation the provisions of Section 409A of the Code), which amendments may be made retroactively or prospectively and without your approval or consent to the extent permitted by applicable law; provided that, such amendment shall not materially and adversely affect your rights hereunder; or (b) with your consent.

13. Electronic Delivery and Acceptance. You hereby consent and agree to electronic delivery of any Plan documents, proxy materials, annual reports and other related documents. You also hereby consent to any and all procedures that the Company has established or may establish for an electronic signature system for delivery and acceptance of Plan documents (including documents relating to any programs adopted under the Plan), and agree your electronic signature is the same as, and shall have the same force and effect as, your manual signature. You consent and agree that any such procedures and delivery may be effected by a

third party engaged by the Company to provide administrative services related to the Plan, including any program adopted under the Plan.

14. Governing Plan Document. The Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of the Award or this Agreement and those of the Plan, the provisions of the Plan shall control.

15. Governing Law. The validity, construction, interpretation and effect of this Agreement shall exclusively be governed by and determined in accordance with the laws of the State of Delaware, without giving effect to conflict of law rules or principles.

16. Entire Agreement. This Agreement and the Plan constitute the entire understanding and agreement between the Company and the Participant with respect to the subject matter contained herein and supersedes any prior agreements, understandings, restrictions, representations, or warranties between the Company and the Participant with respect to such subject matter other than those as set forth or provided for herein.

17. No Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

18. Saving Clause. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall in no manner affect the legality or enforceability of any other provision hereof.

CHIPOTLE MEXICAN GRILL, INC.

By: /s/ Ilene Eskenazi
Chief Human Resources Officer

CERTIFICATION

I, Brian R. Niccol, certify that:

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

Date: April 25, 2024

/s/ Brian R. Niccol

Brian R. Niccol

Chairman and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, John R. Hartung, certify that:

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

Date: April 25, 2024

/s/ John R. Hartung

John R. Hartung

Chief Financial and Administrative Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In accordance with 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, Brian R. Niccol, the Chairman and Chief Executive Officer of Chipotle Mexican Grill, Inc. (the "Registrant") and John R. Hartung, the Chief Financial and Administrative Officer of the Registrant, each hereby certifies that, to the best of his knowledge:

1. The Registrant's Quarterly Report on Form 10-Q for the period ended March 31, 2024, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition of the Registrant at the end of the period covered by the Periodic Report and results of operations of the Registrant for the periods covered by the Periodic Report.

Date: April 25, 2024

/s/ Brian R. Niccol

Brian R. Niccol

Chairman and Chief Executive Officer
(Principal Executive Officer)

/s/ John R. Hartung

John R. Hartung

Chief Financial and Administrative Officer
(Principal Financial Officer)