

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, 2022

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)

610 Newport Center Drive, Suite 1400 Newport Beach, CA
(Address of Principal Executive Offices)

84-1219301
(IRS Employer
Identification No.)

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 25, 2022, there were 27,962,448 shares of the registrant's common stock, par value of \$0.01 per share outstanding.

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PART I

ITEM 1. FINANCIAL STATEMENTS

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

	March 31, 2022 (unaudited)	December 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 615,863	\$ 815,374
Accounts receivable, net	89,295	99,599
Inventory	29,852	32,826
Prepaid expenses and other current assets	70,403	78,756
Income tax receivable	50,701	94,064
Investments	240,379	260,945
Total current assets	1,096,493	1,381,564
Leasehold improvements, property and equipment, net	1,779,521	1,769,278
Long-term investments	333,088	274,311
Restricted cash	30,872	30,856
Operating lease assets	3,147,061	3,118,294
Other assets	58,283	56,716
Goodwill	21,939	21,939
Total assets	<u>\$ 6,467,257</u>	<u>\$ 6,652,958</u>
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	\$ 168,905	\$ 163,161
Accrued payroll and benefits	172,454	162,405
Accrued liabilities	136,655	173,052
Unearned revenue	132,421	156,351
Current operating lease liabilities	223,303	218,713
Total current liabilities	833,738	873,682
Commitments and contingencies (Note 10)		
Long-term operating lease liabilities	3,331,319	3,301,601
Deferred income tax liabilities	127,729	141,765
Other liabilities	40,511	38,536
Total liabilities	<u>4,333,297</u>	<u>4,355,584</u>
Shareholders' equity:		
Preferred stock, \$0.01 par value, 600,000 shares authorized, no shares issued as of March 31, 2022 and December 31, 2021, respectively	-	-
Common stock, \$0.01 par value, 230,000 shares authorized, 37,266 and 37,132 shares issued as of March 31, 2022 and December 31, 2021, respectively	373	371
Additional paid-in capital	1,753,328	1,729,312
Treasury stock, at cost, 9,282 and 9,052 common shares as of March 31, 2022 and December 31, 2021, respectively	(3,702,023)	(3,356,102)
Accumulated other comprehensive loss	(5,159)	(5,354)
Retained earnings	4,087,441	3,929,147
Total shareholders' equity	<u>2,133,960</u>	<u>2,297,374</u>
Total liabilities and shareholders' equity	<u>\$ 6,467,257</u>	<u>\$ 6,652,958</u>

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,	
	2022	2021
Food and beverage revenue	\$ 1,998,956	\$ 1,715,990
Delivery service revenue	21,583	25,585
Total revenue	<u>2,020,539</u>	<u>1,741,575</u>
Restaurant operating costs (exclusive of depreciation and amortization shown separately below):		
Food, beverage and packaging	626,926	522,671
Labor	531,940	433,669
Occupancy	112,032	101,769
Other operating costs	330,695	294,710
General and administrative expenses	147,402	155,103
Depreciation and amortization	71,665	63,122
Pre-opening costs	5,348	3,421
Impairment, closure costs, and asset disposals	4,310	5,668
Total operating expenses	<u>1,830,318</u>	<u>1,580,133</u>
Income from operations	190,221	161,442
Interest and other income (expense), net	(213)	(2,168)
Income before income taxes	190,008	159,274
Provision for income taxes	(31,714)	(32,173)
Net income	<u>\$ 158,294</u>	<u>\$ 127,101</u>
Earnings per share:		
Basic	\$ 5.64	\$ 4.52
Diluted	<u>\$ 5.59</u>	<u>\$ 4.45</u>
Weighted-average common shares outstanding:		
Basic	28,043	28,125
Diluted	<u>28,301</u>	<u>28,582</u>
Other comprehensive income (loss), net of income taxes:		
Foreign currency translation adjustments	\$ 195	\$ (263)
Comprehensive income	<u>\$ 158,489</u>	<u>\$ 126,838</u>

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		Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount	Additional Paid-In Capital	Shares	Amount			
Balance, December 31, 2020	36,704	\$ 367	\$ 1,549,909	8,703	\$ (2,802,075)	\$ 3,276,163	\$ (4,229)	\$ 2,020,135
Stock-based compensation	-	-	55,960	-	-	-	-	55,960
Stock plan transactions and other	232	2	632	-	-	-	-	634
Acquisition of treasury stock	-	-	-	74	(106,036)	-	-	(106,036)
Net income	-	-	-	-	-	127,101	-	127,101
Other comprehensive income (loss), net of income tax	-	-	-	-	-	-	(263)	(263)
Balance, March 31, 2021	<u>36,936</u>	<u>\$ 369</u>	<u>\$ 1,606,501</u>	<u>8,777</u>	<u>\$ (2,908,111)</u>	<u>\$ 3,403,264</u>	<u>\$ (4,492)</u>	<u>\$ 2,097,531</u>
Balance, December 31, 2021	37,132	\$ 371	\$ 1,729,312	9,052	\$ (3,356,102)	\$ 3,929,147	\$ (5,354)	\$ 2,297,374
Stock-based compensation	-	-	24,077	-	-	-	-	24,077
Stock plan transactions and other	134	2	(61)	-	-	-	-	(59)
Acquisition of treasury stock	-	-	-	230	(345,921)	-	-	(345,921)
Net income	-	-	-	-	-	158,294	-	158,294
Other comprehensive income (loss), net of income tax	-	-	-	-	-	-	195	195
Balance, March 31, 2022	<u>37,266</u>	<u>\$ 373</u>	<u>\$ 1,753,328</u>	<u>9,282</u>	<u>\$ (3,702,023)</u>	<u>\$ 4,087,441</u>	<u>\$ (5,159)</u>	<u>\$ 2,133,960</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,	
	2022	2021
Operating activities		
Net income	\$ 158,294	\$ 127,101
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	71,665	63,122
Deferred income tax provision	(14,024)	(13,482)
Impairment, closure costs, and asset disposals	4,265	4,937
Provision for credit losses	(918)	(275)
Stock-based compensation expense	23,590	55,390
Other	(998)	2,180
Changes in operating assets and liabilities:		
Accounts receivable	10,394	32,175
Inventory	2,970	2,148
Prepaid expenses and other current assets	5,920	(8,756)
Operating lease assets	55,125	49,269
Other assets	(1,132)	(186)
Accounts payable	15,702	19,446
Accrued payroll and benefits	10,438	18,188
Accrued liabilities	(31,151)	(17,869)
Unearned revenue	(21,604)	(15,606)
Income tax payable/receivable	43,367	38,640
Operating lease liabilities	(49,596)	(50,902)
Other long-term liabilities	595	453
Net cash provided by operating activities	<u>282,902</u>	<u>305,973</u>
Investing activities		
Purchases of leasehold improvements, property and equipment	(96,162)	(86,619)
Purchases of investments	(118,827)	(90,477)
Maturities of investments	81,923	60,593
Net cash used in investing activities	<u>(133,066)</u>	<u>(116,503)</u>
Financing activities		
Acquisition of treasury stock	(263,308)	(57,229)
Tax withholding on stock-based compensation awards	(85,811)	(44,810)
Other financing activities	(359)	(221)
Net cash used in financing activities	<u>(349,478)</u>	<u>(102,260)</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	147	(407)
Net change in cash, cash equivalents, and restricted cash	(199,495)	86,803
Cash, cash equivalents, and restricted cash at beginning of period	846,230	635,836
Cash, cash equivalents, and restricted cash at end of period	<u>\$ 646,735</u>	<u>\$ 722,639</u>
Supplemental disclosures of cash flow information		
Income taxes paid	\$ 2,291	\$ 6,909
Purchases of leasehold improvements, property, and equipment accrued in accounts payable and accrued liabilities	\$ 52,802	\$ 54,868
Acquisition of treasury stock accrued in accounts payable and accrued liabilities	\$ 4,497	\$ 3,997

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, 2022, we operated 3,014 restaurants including 2,964 Chipotle restaurants within the United States, 46 international Chipotle restaurants, and four Pizzeria Locale restaurants. Pizzeria Locale is a fast casual pizza concept that is owned and operated by a consolidated entity that we are an investor in. We manage our U.S. operations based on eight regions and have aggregated our operations to one reportable segment.

Certain prior-year amounts have been reclassified to conform to the current year presentation.

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 included in our annual report on Form 10-K for the year ended December 31, 2021.

2. Recently Issued Accounting Standards

Recently Issued Accounting Standards

In March 2020, the FASB issued ASU No. 2020-04, “Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting.” The pronouncement provides temporary optional expedients and exceptions to the current guidance on contract modifications and hedge accounting to ease the financial reporting burden related to the expected market transition from the London Interbank Offered Rate (“LIBOR”) and other interbank offered rates to alternative reference rates. The guidance was effective upon issuance and generally can be applied to applicable contract modifications through December 31, 2022. We are evaluating the impact of the transition from LIBOR to alternative reference rates but do not expect a significant impact to our consolidated financial statements.

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.

Recently Adopted Accounting Standards

In November 2021, the Financial Accounting Standards Board (the “FASB”) issued ASU No. 2021-10, “Disclosures by Business Entities about Government Assistance.” The ASU codifies new requirements to disclose information about the nature of certain government assistance received, the accounting policy used to account for the transactions, the location in the financial statements where such transactions were recorded and significant terms and conditions associated with such transactions. The guidance is effective for annual periods beginning after December 15, 2021. The adoption of ASU No. 2021-10 did not have a material impact to our 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, 2022	December 31, 2021
Gift card liability	\$ 104,402	\$ 130,779

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, 2022	2021
Revenue recognized from gift card liability balance at the beginning of the year	\$ 37,435	\$ 30,866

Chipotle Rewards

We have a loyalty program called Chipotle Rewards. Eligible customers who enroll in the program generally earn points for every dollar spent. In June 2021, we enhanced Chipotle Rewards and introduced a new redemption feature we call the “Rewards Exchange” that provides loyalty members multiple redemption options. Previously, Chipotle Rewards points were automatically redeemed for a free entrée when the customer obtained the required number of points. The change in the Chipotle Rewards program did not have a material impact on our condensed consolidated financial statements.

We may also periodically offer promotions, which typically provide the customer with the opportunity to earn bonus points or other rewards. 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 loyalty revenue 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, 2022	2021
Chipotle Rewards liability, beginning balance	\$ 25,572	\$ 22,337
Revenue deferred	29,688	25,861
Revenue recognized	(27,241)	(24,273)
Chipotle Rewards liability, ending balance	\$ 28,019	\$ 23,925

4. Fair Value of Financial Instruments

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 investments are comprised of U.S. Treasury securities, a corporate debt security, non-marketable equity securities, and an equity method investment. We also maintain a deferred compensation plan with related assets held in a rabbi trust. We designate the appropriate classification of our investments at the time of purchase based upon the intended holding period.

Held-to-Maturity Investments

U.S. Treasury Securities

As of March 31, 2022, we held \$539,499 of U.S. Treasury securities with maturities of up to 27 months, of which \$240,379 mature within one year. As of December 31, 2021, we held \$501,288 of U.S. Treasury securities with maturities of up to 24 months, of which \$260,945 matured within one year. Our investments in U.S. Treasury securities are held at amortized cost. The fair value of our held-to-maturity U.S. Treasury security investments is measured using Level 1 inputs (quoted prices for identical assets in active markets). As of March 31, 2022 and December 31, 2021, the fair value of our securities were \$532,510 and \$500,172, respectively. We recognize a reserve for expected credit losses when lifetime credit losses are expected by management. As of March 31, 2022, management has concluded there is no risk of non-payment with respect to our U.S. Treasury security investments.

Corporate Debt Security

On September 30, 2021, we acquired a promissory note issued by a supplier in exchange for \$18,000. The promissory note has a principal balance of \$18,000 and bears interest at a rate equal to the 3-month U.S. dollar LIBOR plus a fixed interest spread. Accrued interest is paid quarterly in arrears and principal is payable in accordance with an amortization schedule beginning on December 31, 2022. The promissory note matures on September 30, 2028. Our investment in the corporate debt security is held at amortized cost. As of March 31, 2022, we maintained a reserve of \$216 for expected credit losses associated with the investment. As of March 31, 2022, we determined the fair value of the investment to be \$17,500. The fair value of the Corporate Debt Security is measured using Level 3 (unobservable) inputs. We determined the fair value using an internally-developed valuation model and unobservable inputs include credit and liquidity spreads and effective maturity.

Rabbi Trust

We maintain a rabbi trust to fund obligations under a deferred compensation plan. 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. Fair value of rabbi trust investments in mutual funds is measured using Level 1 inputs. The fair value of the investments in the rabbi trust was \$20,803 and \$19,330 as of March 31, 2022 and December 31, 2021, respectively. 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.

The following table summarizes our assets measured at fair value by hierarchy level on a nonrecurring basis:

	Level	Carrying Value March 31,	
		2022	2021
Leasehold improvements, property and equipment, net	3	\$ 539	\$ 1,087
Operating lease assets	3	400	566
Total		\$ 939	\$ 1,653

Fair value of these assets was measured using Level 3 inputs (unobservable inputs for the asset or liability). Unobservable inputs include the discount rate, projected restaurant revenues and expenses, and sublease income if we are closing the restaurant. During the three months ended March 31, 2022 and 2021, we recorded asset impairments related to restaurants and offices of \$731 and \$2,709, respectively. Carrying value after the impairment charges approximates fair value.

Non-Marketable Equity Securities

On March 23, 2021, we acquired 766 shares of the Series C Preferred Stock of Nuro, Inc. (“Nuro”) in exchange for cash consideration of \$10,000. 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. We have elected to measure our investment in the non-marketable equity securities of Nuro at cost, less impairments, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issuer. 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, 2022 and December 31, 2021.

Equity Method Investment

As of March 31, 2022, we owned approximately 12.7% of a supplier’s common stock and have invested total cash consideration of \$10,000. As we are a significant customer of the supplier and maintain board representation, we are accounting for our investment under the equity method. The investment is included within other assets on the condensed consolidated balance sheets with a carrying value of \$8,915 and \$9,251 as of March 31, 2022 and December 31, 2021, respectively. There were no impairment charges for the three months ended March 31, 2022 or 2021 associated with this equity method investment. Refer to Note 12. “Related Party Transactions” for related party disclosures.

5. Shareholders’ Equity

We have had a stock repurchase program in place since 2008. As of March 31, 2022, we had \$280,766 authorized for repurchasing shares of our common stock, which includes the \$300,000 additional authorization approved by our Board of Directors on March 4, 2022. 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, 2022, 55 shares of common stock at a total cost of \$85,811 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.

6. Stock-Based Compensation

For the three months ended March 31, 2022, we granted stock only stock appreciation rights (“SOSARs”) on 79 shares of our common stock to eligible employees. The weighted-average grant date fair value of the SOSARs was \$452.29 per share with a weighted-average exercise price of \$1,578.00 per share. The SOSARs vest in two equal installments on the second and third anniversary of the grant date. For the three months ended March 31, 2022, 26 SOSARs were exercised, and 5 SOSARs were forfeited.

For the three months ended March 31, 2022, we granted restricted stock units (“RSUs”) on 27 shares of our common stock to eligible employees. The weighted-average grant date fair value of the RSUs was \$1,578.00 per share. The RSUs generally vest in two equal installments on the second and third anniversary of the grant date. For the three months ended March 31, 2022, 20 RSUs vested and 2 RSUs were forfeited.

For the three months ended March 31, 2022, we awarded performance share units (“PSUs”) on 21 shares of our common stock at target performance to eligible employees. These PSUs are subject to service, market and performance vesting conditions. The weighted-average grant date fair value of the PSUs was \$1,578.00 per share, and the quantity of shares that will vest range from 0% to 300% of the targeted number of shares. If the defined minimum targets are not met, then no shares will vest. Further, in no event may more than 100% of the target number of PSUs vest if our 3 year total shareholder return is below the 25th percentile of the constituent companies comprising the S&P 500 on the day of grant. For the three months ended March 31, 2022, 47 PSUs vested, and 0 PSUs were forfeited.

On December 30, 2020, due to the impact that the novel coronavirus (COVID-19) pandemic had on the growth in comparable restaurant sales and restaurant margin relative to the trajectory of both of these performance factors prior to the pandemic, and also due to the significant shareholder value created over the three year performance period of the original award, the Compensation Committee of our Board of Directors modified the 2018 PSU award. This modification pertained to all seven recipients of this award, and resulted in an incremental compensation expense of \$71,441, of which \$2,756 was recognized during the three months ended March 31, 2022, compared to \$24,366 recognized during the three months ended March 31, 2021. \$5,635 remains unamortized as of March 31, 2022. The incremental compensation cost is calculated by multiplying the number of incremental shares generated through the modification by the stock price on the modification date. The stock price on the modification date of December 30, 2020 was \$1,374.17.

Based on the terms of the modification, 29 PSUs vested on March 15, 2021, pursuant to the original performance condition of the 2018 PSU award. To receive all incremental shares generated through the modification, the recipients of this award must remain employed through December 31, 2022, and the incremental shares vest in four installments. The first two installments of the modification vested during 2021, which included the vesting of 33 PSU's. The unamortized expense associated with the remaining two installments will be recognized over the remaining requisite service period of nine months.

The following table sets forth total stock-based compensation expense:

	Three months ended March 31,	
	2022	2021
Stock-based compensation	\$ 24,077	\$ 55,960
Stock-based compensation, net of income taxes	\$ 20,550	\$ 50,465
Total capitalized stock-based compensation included in leasehold improvements, property and equipment, net on the condensed consolidated balance sheets	\$ 487	\$ 570
Excess tax benefit on stock-based compensation recognized in provision for income taxes on the condensed consolidated statements of income	\$ 17,961	\$ 15,025

7. Income Taxes

The effective income tax rate for the three months ended March 31, 2022, was 16.7%, a decrease from an effective income tax rate of 20.2% for the three months ended March 31, 2021. The decrease is due to an increase in tax benefits related to option exercises and equity vesting and, to a lesser extent, a reduction in nondeductible expenses and penalties.

8. 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 noncancelable 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,	
	2022	2021
Cash paid for operating lease liabilities	\$ 94,550	\$ 88,808
Operating lease assets obtained in exchange for operating lease liabilities	\$ 88,996	\$ 144,102
Derecognition of operating lease assets due to terminations or impairment	\$ 6,297	\$ 1,547

9. Earnings Per Share

The following table sets forth the computations of basic and diluted earnings per share:

	Three months ended March 31,	
	2022	2021
Net income	\$ 158,294	\$ 127,101
Shares:		
Weighted-average number of common shares outstanding (for basic calculation)	28,043	28,125
Dilutive stock awards	258	457
Weighted-average number of common shares outstanding (for diluted calculation)	28,301	28,582
Basic earnings per share	\$ 5.64	\$ 4.52
Diluted earnings per share	\$ 5.59	\$ 4.45

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

	Three months ended March 31,	
	2022	2021
Stock awards subject to performance conditions	55	69
Stock awards that were antidilutive	142	48
Total stock awards excluded from diluted earnings per share	197	117

10. 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, amounts owed under contractor and subcontractor agreements, orders submitted for equipment for restaurants under construction, and marketing initiatives and corporate sponsorships.

Litigation

New York Legal Proceedings

As reported in our previous SEC filings, on September 10, 2019, the New York City Department of Consumer and Worker Protection (“DCWP”) filed a complaint in the City of New York Office of Administrative Trials and Hearings alleging violations at five Chipotle restaurants of New York City’s Fair Work Week law (“FWW”) and Earned Safe and Sick Time Act (“ESTA”) between November 2017 and September 2019. On April 28, 2021, DCWP amended the complaint to cover purported violations of FWW and ESTA at substantially all Chipotle restaurants in New York City, through the date the amended complaint was filed. Chipotle and the DCWP have engaged in mediation proceedings, which are ongoing. In the event the parties are not able to resolve the matter, Chipotle intends to vigorously defend against the allegations. During the three months ended December 31, 2021, we accrued a liability that represents the total estimated amount we expect to pay to settle this matter. We do not expect any additional losses above the amount accrued to be material to our consolidated financial statements.

Other

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, 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 these actions 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 as of March 31, 2022, we had an accrued legal liability balance of \$25,375 included within accrued liabilities on the condensed consolidated balance sheet. Included in this amount is the accrued loss for the DCWP legal matter discussed above.

11. Debt

On April 13, 2021, we entered into a 5-year \$500,000 revolving credit facility, with JPMorgan Chase Bank as administrative agent. Borrowings on the credit facility bear interest at a rate equal to LIBOR plus 1.375%, 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 are in compliance with all covenants as of March 31, 2022.

12. Related Party Transactions

As of March 31, 2022, we owned approximately 12.7% of the common stock outstanding of a supplier. As we are a significant customer of the supplier and maintain board representation, we are accounting for our investment under the equity method. Accordingly, we have identified the supplier as a related party. We purchase product from the supplier for sale to customers in our restaurants. Purchases from the supplier were \$7,511 and \$5,742 during the three months ended March 31, 2022 and March 31, 2021, 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, including the potential future impact of COVID-19 on our results of operations, supply chain or liquidity, the potential impact of actions we have taken to mitigate the impact of COVID-19, the number of new restaurants we expect to open this year and our long-term opportunity to more than double the number of restaurants in North America, our expectation to generate positive cash flow for the foreseeable future, our plans for continuing stock buybacks and the period of time during which our cash and short-term investment will fund our operations are forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. We use words such as "anticipate," "believe," "could," "should," "estimate," "expect," "intend," "may," "predict," "project," "target," "remain confident" and similar terms and phrases, including references to assumptions, to identify forward-looking statements. These forward-looking statements are based on information available to us as of the date any such statements are made, 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. These risks and uncertainties include, but are not limited to, uncertainty regarding the duration and severity of the ongoing COVID-19 pandemic and its ultimate impact on our business; the ability of our third-party suppliers and business partners to fulfill their responsibilities and commitments; risks of food safety and food-borne illnesses; risks associated with our reliance on certain information technology systems and potential failures or interruptions; privacy and potential cyber security incidents, including through our digital app; the impact of competition, including from sources outside the restaurant industry; the increasingly competitive labor market and changes in the availability and cost of labor; the financial impact of increasing our average hourly wage; 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 availability of suitable new restaurant sites and the equipment needed to fully outfit new restaurants; 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 overall consumer spending (including but not limited to increasing inflation), or the inability to increase menu prices or realize the benefits of menu price increases; risks associated with our increased focus on our digital business, including risks arising from our reliance on third party delivery services; risks relating to litigation, including possible governmental actions related to food safety incidents and potential class action litigation regarding employment laws, advertising claims or other matters; and the risk factors described in our Annual Report on Form 10-K for the year ended December 31, 2021, and in other reports filed with the SEC.

As of March 31, 2022, we operated 2,964 Chipotle restaurants throughout the United States, 46 international Chipotle restaurants, and four non-Chipotle restaurants. We manage our U.S. operations based on eight regions and have aggregated 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 2022 Financial Highlights, year-over-year:

Total revenue increased 16.0% to \$2.0 billion

Comparable restaurant sales increased 9.0%

Diluted earnings per share was \$5.59, a 25.6% increase from \$4.45, which includes an \$0.11 after-tax impact from expenses related to the 2018 performance share ("PSU") COVID-19 related modification, corporate restructuring costs, restaurant asset impairment and closure costs, and certain legal proceedings.

Sales Trends. Comparable restaurant sales increased 9.0% for the three months ended March 31, 2022. The increase is primarily attributable to an increase in menu prices and, to a lesser extent, an increase in transaction count, partially offset by a decrease in group size from the continued resurgence of our in-restaurant business. We believe the strong recovery of in-restaurant sales, resilience in digital sales, as well as positive guest reception to our new menu items contributed to the revenue growth in the first quarter. Comparable restaurant sales and transactions represent the change in period-over-period sales or transactions for restaurants in operation for at least 13 full calendar months.

In-restaurant sales increased 33.1% in the three months ended March 31, 2022, compared to the three months ended March 31, 2021. The increase was primarily due to the relaxation of COVID-19 related restrictions across the country. In-restaurant sales represent food and beverage revenue generated on-premise and include revenue deferrals associated with Chipotle Rewards.

Digital sales represented 41.9% of food and beverage revenue for the three months ended March 31, 2022, compared to 49.1% for the three months ended March 31, 2021. The decrease in digital sales as a percentage of food and beverage revenue is a result of the increase of in-restaurant sales discussed above. Digital sales represent food and beverage revenue generated through the Chipotle website, Chipotle app or third-party delivery aggregators and includes revenue deferrals associated with Chipotle Rewards. We updated the definition of digital sales in the first quarter of 2022 to include revenue deferrals related to Chipotle Rewards. We made this change to allow for a reconciliation to total food and beverage revenue as we now present In-restaurant sales.

Restaurant Operating Costs. During the three months ended March 31, 2022, our restaurant operating costs (food, beverage and packaging; labor; occupancy; and other operating costs) were 79.3% of total revenue, an increase from 77.7% during the three months ended March 31, 2021. The increase was primarily driven by higher labor expenses as a result of the national wage increase we implemented in the second quarter of 2021, higher food costs as a result of inflationary pressures and, to a lesser extent, increases in utilities due mainly to higher energy prices. These increases were partially offset by leverage from menu price increases and, to a lesser extent, lower delivery expenses.

Restaurant Development. For the three months ended March 31, 2022, we opened 51 new restaurants, which included 42 restaurants with a Chipotle format. The Chipotle format continues to perform very well and is helping enhance guest access and convenience, as well as increase new restaurant sales, margins, and returns. We remain confident in the long-term opportunity to more than double the number of Chipotle restaurants in North America. We believe our strong financial position will allow us to build a robust new unit development pipeline.

Restaurant Activity

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

	Three months ended March 31,	
	2022	2021
Beginning of period	2,966	2,768
Chipotle openings	51	40
Chipotle permanent closures	(1)	(5)
Chipotle relocations	(2)	-
Total restaurants at end of period	3,014	2,803

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
	2022	2021	
	(dollars in millions)		
Food and beverage revenue	\$ 1,999.0	\$ 1,716.0	16.5%
Delivery service revenue	21.6	25.6	(15.6%)
Total revenue	\$ 2,020.5	\$ 1,741.6	16.0%
Average restaurant sales ⁽¹⁾	\$ 2.7	\$ 2.3	16.0%
Comparable restaurant sales increase	9.0%	17.2%	

⁽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 significant factors contributing to the total revenue increase for the three months ended March 31, 2022 compared to the three months ended March 31, 2021, were comparable restaurant sales increases and new restaurant openings. Total revenue increased due to comparable restaurant sales increases of \$150.4 million and restaurants not yet in the comparable base of \$128.8 million, of which \$12.6 million was due to restaurants opened in 2022.

Food, Beverage and Packaging Costs

	Three months ended		Percentage change
	March 31,		
	2022	2021	
	(dollars in millions)		
Food, beverage and packaging	\$ 626.9	\$ 522.7	19.9%
As a percentage of total revenue	31.0%	30.0%	1.0%

Food, beverage and packaging costs increased as a percentage of total revenue for the three months ended March 31, 2022 compared to the three months ended March 31, 2021, due to inflation across the menu, primarily related to higher costs for beef, avocados, and paper. These increases were partially offset by the benefit of menu price increases.

Labor Costs

	Three months ended March 31,		Percentage change
	2022	2021	
	(dollars in millions)		
Labor costs	\$ 531.9	\$ 433.7	22.7%
As a percentage of total revenue	26.3%	24.9%	1.4%

Labor costs increased as a percentage of total revenue for the three months ended March 31, 2022 compared to the three months ended March 31, 2021, primarily due to restaurant wage increases implemented in the second quarter of 2021 and, to a lesser extent, employer related taxes associated with the wage increases. These increases were partially offset by leverage from menu price increases.

Occupancy Costs

		Three months ended March 31,		Percentage change
		2022	2021	
		(dollars in millions)		
Occupancy costs	\$	112.0	\$ 101.8	10.1%
As a percentage of total revenue		5.5%	5.8%	(0.3%)

Occupancy costs decreased as a percentage of total revenue for the three months ended March 31, 2022 compared to the three months ended March 31, 2021, primarily due to leverage from menu price increases, partially offset by increased rent expense associated with new restaurants.

Other Operating Costs

	Three months ended March 31,		Percentage change
	2022	2021	
	(dollars in millions)		
Other operating costs	\$ 330.7	\$ 294.7	12.2%
As a percentage of total revenue	16.4%	16.9%	(0.5%)

Other operating costs include, among other items, marketing and promotional costs, delivery expense, bank and credit card processing fees, restaurant utilities, technology costs, and maintenance costs. Other operating costs decreased as a percentage of total revenue for the three months ended March 31, 2022 compared to the three months ended March 31, 2021, due to leverage from menu price increases and, to a lesser extent, lower delivery expenses. These decreases were partially offset by higher utilities, insurance, and technology costs.

General and Administrative Expenses

	Three months ended March 31,		Percentage change
	2022	2021	
	(dollars in millions)		
General and administrative expense	\$ 147.4	\$ 155.1	(5.0%)
As a percentage of total revenue	7.3%	8.9%	(1.6%)

General and administrative expenses decreased in dollar terms for the three months ended March 31, 2022 compared to the three months ended March 31, 2021, primarily due to a \$31.2 million decrease in stock-based compensation, mostly attributable to the December 2020 modification of 2018 performance awards related to COVID-19 in the prior year. This decrease was partially offset by increases of: \$16.5 million primarily associated with the biennial All Managers' Conference that was held in March 2022; \$4.2 million of outside services expense related to corporate initiatives; and \$3.7 million in employee wages primarily due to headcount growth.

Depreciation and Amortization

	Three months ended March 31,		Percentage change
	2022	2021	
	(dollars in millions)		
Depreciation and amortization	\$ 71.7	\$ 63.1	13.5%
As a percentage of total revenue	3.5%	3.6%	(0.1%)

Depreciation and amortization decreased as a percentage of total revenue for the three months ended March 31, 2022 compared to the three months ended March 31, 2021, primarily due to leverage from menu price increases, partially offset by depreciation expense associated with new restaurants.

Impairment, Closure Costs, and Asset Disposals

	Three months ended March 31,		Percentage change
	2022	2021	
	(dollars in millions)		
Impairment, closure costs, and asset disposals	\$ 4.3	\$ 5.7	(24.0%)
As a percentage of total revenue	0.2%	0.3%	(0.1%)

Impairment, closure costs, and asset disposals decreased in dollar terms for the three months ended March 31, 2022 compared to the three months ended March 31, 2021, primarily due to a comparison against elevated impairments of operating lease assets and leasehold improvements. These elevated impairments were primarily the result of the COVID-19 pandemic negatively impacting our near-term restaurant level cash flow forecasts.

Provision for Income Taxes

	Three months ended March 31,		Percentage change
	2022	2021	
	(dollars in millions)		
Provision for income taxes	\$ (31.7)	\$ (32.2)	(1.4%)
Effective income tax rate	16.7%	20.2%	(3.5%)

The effective income tax rate for the three months ended March 31, 2022, was 16.7%, a decrease from an effective income tax rate of 20.2% for the three months ended March 31, 2021, due to an increase in excess tax benefits from option exercises and equity vesting and, to a lesser extent, a reduction in nondeductible expenses and penalties.

The effective tax rate for the three months ended March 31, 2022 of 16.7% is lower than our expected effective income tax rate for the full year 2022, primarily due to elevated excess tax benefits related to option exercises and equity vesting in the first quarter.

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, 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

As of March 31, 2022, we had a cash and marketable investments balance of \$1.2 billion, excluding restricted cash of \$30.9 million and non-marketable investments of \$34.0 million. 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, 2022, \$280.8 million remained available for repurchases of shares of our common stock, which includes the \$300.0 million additional authorization approved by our Board of Directors on March 4, 2022. Under the remaining repurchase authorizations, shares may be purchased from time to time in open market transactions, subject to market conditions. Additionally, as of March 31, 2022, we had \$500.0 million of undrawn borrowing capacity under a line of credit facility.

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. Should our business deteriorate due to changing conditions, there are actions we can take to further conserve liquidity.

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, within ten days, thereby reducing the need for incremental working capital to support our growth.

Cash Flows

Cash provided by operating activities was \$282.9 million for the three months ended March 31, 2022, compared to \$306.0 million for the three months ended March 31, 2021. The decrease was primarily due to changes in working capital, which included higher payments of accrued expenses, as well as lower net collections in accounts receivable versus the comparable period.

Cash used in investing activities was \$133.1 million for the three months ended March 31, 2022, compared to \$116.5 million for the three months ended March 31, 2021. The change was primarily associated with increased capital expenditures of \$9.5 million, primarily related to an increase in new restaurant openings versus the comparable period. We opened 51 new restaurants for the three months ended March 31, 2022 compared to 40 for the three months ended March 31, 2021.

Cash used in financing activities was \$349.5 million for the three months ended March 31, 2022, compared to \$102.3 million for the three months ended March 31, 2021. The change was primarily due to increased treasury stock repurchases of \$206.1 million and, to a lesser extent, \$41.0 million of elevated payments of tax withholdings related to stock compensation for the three months ended March 31, 2022. We temporarily suspended our stock repurchase program in March 2020 and resumed the program in February 2021.

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, 2021.

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 if our suppliers need to close or restrict operations due to the impact of the COVID-19 outbreak 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, 2022, we had \$1.2 billion in cash and cash equivalents, current and long-term investments, and restricted cash, nearly all of which 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 Officer, as appropriate, to allow timely decisions regarding required disclosure.

Evaluation of Disclosure Controls and Procedures

As of March 31, 2022, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial 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 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, 2022 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 10. "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, 2021.

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 2022.

	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	40,103	\$ 1,495.77	40,103	\$ 180,886,227
<i>Purchased 1/1 through 1/31</i>				
February	62,940	\$ 1,509.15	62,940	\$ 85,900,311
<i>Purchased 2/1 through 2/28</i>				
March ⁽²⁾	71,494	\$ 1,470.53	71,494	\$ 280,766,395
<i>Purchased 3/1 through 3/31</i>				
Total	174,537	\$ 1,490.25	174,537	

(1) Shares were repurchased pursuant to repurchase programs announced on October 21, 2021, February 8, 2022, and April 26, 2022.

(2) The March total includes an additional \$300.0 million in authorized repurchases approved on March 4, 2022 and announced April 26, 2022. 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

None.

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 2022 Restricted Stock Unit Agreement	-	-	-	-	X
10.2†	Form of 2022 Stock Appreciation Rights Agreement	-	-	-	-	X
10.3†	Form of 2022 Performance Share Agreement	-	-	-	-	X
10.4†	Form of 2022 Stock 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 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 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 Officer (principal financial
officer and duly authorized signatory for the
registrant)

Date: April 28, 2022

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. Unless otherwise determined by the Committee, or except as provided in an agreement between you and the Company, if your employment terminates prior to the expiration of the Vesting Period for any reason other than termination by the Company due to Disability, death, Retirement, or a Qualifying Termination, any unvested RSUs will be forfeited and canceled as of the date of such employment termination.

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 repayment policies that are in effect on the Grant Date or that the Committee may adopt from time to time with respect to the repayment to the Company of any benefit received hereunder, including "clawback," recoupment or set-off policies. 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/ Marissa Andrada
Chief Diversity, Inclusion and People Officer

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.

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.

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.

(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. Unless otherwise determined by the Committee, or except as provided in an agreement between you and the Company, if your employment terminates prior to the expiration of the Vesting Period for any reason other than termination by the Company due to Disability, death, Retirement, or a Qualifying Termination, any Base Shares will be forfeited and canceled as of the date of such employment termination. 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 you 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.

8. 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.

9. Repayment; Right of Set-Off. You agree and acknowledge that this Agreement is subject to the Company's Executive Compensation Recoupment Policy and any other repayment policies that are in effect on the Grant Date or that the Committee may adopt from time to time with respect to the repayment to the Company of any benefit received hereunder, including "clawback," recoupment or set-off policies. 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.

10. 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.

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. 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/ Marissa Andrada
Chief Diversity, Inclusion and People Officer

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.

1. 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.

2. 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.

3. 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.

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

Name of Participant:

**Target Number of
Performance Shares:**

Grant Date:

Performance Period: **January 1, 2022 – December 31, 2024**

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 Amended and Restated Chipotle Mexican Grill, Inc. 2011 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, 2025, 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. Unless otherwise determined by the Committee, or except as provided in an agreement between you and the Company, if your employment terminates before the Vesting Date 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.

(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 repayment policies that are in effect on the Grant Date or that the Committee may adopt from time to time with respect to the repayment to the Company of any benefit received hereunder, including "clawback," recoupment or set-off policies. 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 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 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/ Marissa Andrada
Chief Diversity, Inclusion and People Officer

Appendix A to 2022 Performance Share Agreement

Performance Criteria

The performance criteria under this Performance Share Award shall be 3-year cumulative Restaurant Cash Flow dollars (“RCF Dollars”), as defined below; subject to a cap on payout above target based on relative Total Shareholder Return (TSR) compared to the S&P 500, as described below.

Performance Period

Performance will be measured from January 1, 2022 through December 31, 2024.

Performance Goal Table

The number of Shares that can be earned under this Performance Share Award is equal to the Target Number of Performance Shares multiplied by the percentage determined under the Performance Goal Table set forth below (the “Payout Percentage”).

Payout Percentage	3-Year Cumulative RCF Dollars (in millions)
0%	*
50%	*
100%	*
150%	*
200%	*
250%	*
300%	*

* 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 300% of the Target Number of Performance Shares be earned under this Award Agreement. 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 RCF Dollars is \$7.7 billion, the Payout Percentage would be 75%, which is the midpoint between the Payout Percentage at \$7.6 billion and \$7.8 billion.

“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. RCF Dollars shall be determined in accordance with generally accepted accounting principles as in effect on the first day of the year for each year in the Performance Period. For example, for purposes of the Performance Goal Table under this Appendix A, 3-Year Cumulative RCF Dollars shall be determined using the following formula: $X+Y+Z$, where X is 2022 RCF Dollars, Y is 2023 RCF Dollars, and Z is 2024 RCF Dollars.

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 dividing (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 the issuer’s shares during the Performance Period 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 the issuer 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 the issuer 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 RCF Dollars from the calculation of 3-Year Cumulative RCF Dollars, and (b) exclude Baseline RCF Dollars from the Performance Goal Table.

Definitions of applicable terms are set forth below:

“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 the actual RCF Dollars falls below Baseline RCF Dollars by 10% or more.

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 RCF Dollars as set forth in this Appendix A, the Committee shall modify the 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 2021 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.

1. 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.

2. 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.

3. 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.

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

Name of Participant:

Type of Option: Non-Qualified

No. of Shares:

Exercise Price:

Grant Date:

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 Amended and Restated Chipotle Mexican Grill, Inc. 2011 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. Unless otherwise determined by the Committee, or except as provided in an agreement between you and the Company, if your employment terminates prior to the expiration of the Vesting Period for any reason other than termination by the Company due to Disability, death, 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. 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 you 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 to the Company's Executive Compensation Recoupment Policy and any other repayment policies that are in effect on the Grant Date or that the Committee may adopt from time to time with respect to the repayment to the Company of any benefit received hereunder, including "clawback," recoupment or set-off policies. 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/ Marissa Andrada
Chief Diversity, Inclusion and People 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 28, 2022

/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 28, 2022

/s/ John R. Hartung

John R. Hartung
Chief Financial 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 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, 2022, 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 28, 2022

/s/ Brian R. Niccol

Brian R. Niccol
Chairman and Chief Executive Officer
(Principal Executive Officer)

/s/ John R. Hartung

John R. Hartung
Chief Financial Officer
(Principal Financial Officer)
